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# AGREEMENT

by and between the  
**COUNTY OF WESTCHESTER**

and the  
**CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC**

Local 1000, AFSCME, AFL-CIO



Westchester County Local 860  
Unit 9200

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



AGREEMENT BETWEEN  
 COUNTY OF WESTCHESTER  
 AND  
 CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
 LOCAL 1000 - AFSCME/AFL-CIO  
 WESTCHESTER COUNTY - LOCAL 860  
 UNIT 9200  
 2002 - 2005

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\*Lifeguards covered by these provisions

THIS AGREEMENT, made the 21st day of June, 2004, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the STATE OF NEW YORK, and with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, WESTCHESTER COUNTY LOCAL 860, UNIT 9200.

## ARTICLE I

### THE AGREEMENT

#### Section 1 - Definitions

Definitions as used herein, the following terms shall have these meanings:

"County" means the County of Westchester.

"Union" means Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, Westchester County Local 860, Unit 9200. (Hereafter CSEA/AFSCME.)

"Employee" means a person included in the negotiating unit defined in Section 2 below.

#### Section 2 - Negotiating Unit and Coverage

##### A. Negotiating Unit

The County-Employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which the Agreement applies consists of all County Employees, excluding:

1. All Department Heads, Deputies, Division Heads and confidential employees.
2. All professional staff of the Westchester Community College directly involved in teaching, plus supporting professionals.
3. Lieutenants and Captains employed by the Westchester County Department of Public Safety Services, Police Division.
4. All police officers and sergeants employed by the Westchester County Department of Public Safety Services, Police Division.
5. All Employees employed by the County of Westchester as registered nurses.
6. All Correction Officers employed by the Westchester County Department of Correction.
7. All District Attorney Investigators employed by the

Westchester County District Attorney's Office.

8. All employees represented by the Westchester County Department of Correction Superior Officers Association.
9. Temporary Employees i.e. (who at the time of hire have knowledge that their employment does not constitute part of the regular County work force, but is limited to a special project with a defined duration).
10. All Employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, Local 456.

B. Coverage

The terms and conditions of the Agreement are applicable to all Employees except as provided for in Article IX and XV.

ARTICLE II

RECOGNITION AND PAYROLL DEDUCTIONS

Section 1 - Recognition

Based upon the Union's certification dated February 2, 1990, by the Westchester County Public Employment Relations Board, recognition is hereby confirmed and extended to the Union for the maximum period permitted by law.

Section 2 - Payroll Deductions/Agency Shop

A. Authorizations

1. Subject to reasonable procedural requirements, the County will honor, during their effective period, individual assignments signed by Employees authorizing deductions of membership dues, authorized insurance premiums, and/or Public Employees Organized to Promote Legislative Equality ("PEOPLE") contributions of the Union.
2. All Employees, as defined by Article I, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such Employees.

The service charge for Employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full time or part-time category appropriate to the status of the Employee.

3. The County shall provide payroll deductions, as authorized in writing by each Employee, for a deferred compensation plan.
4. The County shall provide Employees with the option of having direct deposit of payroll checks.



B. Remittance

1. Dues and service charges will be deducted after each payroll period and will be remitted to the Union at the address designated by the Union in the same manner as currently established.
2. Reconciliation of dues and Agency Shop Fee deductions, indicating new Employees added to the payroll, and old Employees leaving the County service, shall be made to the Union on a bi-weekly basis.

C. Exclusivity

Except as provided by this agreement, payroll deductions, other than charitable, will not be granted by the County unless approved by the Union.

D. Computer Literacy

The parties agree to cooperate in establishing and upgrading computer literacy of collective bargaining unit employees.

ARTICLE III

WORK, WORKWEEK, WORKDAY

Section 1 - Work, Workweek, Workday

A. General

1. When, in a one or two shift operation, the County determines to extend the workday within an existing workweek by creating additional shifts, such shifts shall not be implemented without prior written notification to the Union. If the Union requests in writing, the County will discuss the method used to staff such shifts. If a disagreement arises pertaining to the method used in staffing, the matter may be processed through the grievance procedure.
2. Except as provided in paragraph 1 above, no departure from the norms below (Article III), the established norms (Appendix C), or the norms to be established (Article III), shall be made without prior written notification to the Union. In the event of any disagreement between the County and the Union as to the need and desirability of such deviation, or as to the manner in which it has been made, the matter may be processed through the grievance procedure.

B. Definition of Work

"Hours Worked", in general, includes all the time an Employee is required to be on duty or on the County premises or at a prescribed work place, and all time during which the Employee is suffered or permitted to work for the County, such as:

County directed travel; attendance at County directed training programs; adjusting grievances; clothes changing where required; wash-up time where required and other work as

prescribed by the provisions of the U.S. Fair Labor Standards Act.

An Employee called in to work pursuant to Article IV, Section 10.E shall have one hour credited toward the minimum guarantee of four hours for travel both to and from the employee's home. This time shall not apply if the Employee lives in County housing and is called back to work in the same general location where he/she lives.

Where an issue arises the U.S. Fair Labor Standards Act tests shall apply.

Time Properly Absent - In computing time worked all paid time properly absent for legal holidays, sick leave, vacation, personal leave and supplementary time off shall be included as the equivalent of time worked.

C. Workweek and Workday

1. For payroll calculation purposes, the workweek for all Departments shall be from Monday, one minute after twelve (12:01 a.m.), to the following Sunday, midnight (12:00 a.m.).
2. All full time Employees shall work a thirty-five (35) hour work week.
3. Except as otherwise agreed to by the parties, for all Employees the basic work week shall be any five (5) days worked within the departmental work schedules as specified in Appendix C.
4. Employees on a rotating schedule shall be given at least forty-eight (48) hours notice of a change of shift schedules, except in an emergency.
5. The prevailing daily schedule shall continue in full force and effect.
6. All requests for a modified work week shall be channeled through the individual designated by the County to the Modified Work Week Committee. The Committee is empowered to request any pertinent information, and to meet with County officials and affected Employees. If no agreement is reached with the Committee, the County may move for expedited arbitration. There shall be no implementation of the proposal, until such time as the arbitrator sustains the County position.

When a modified work week is established all references to days in the contract shall be converted to hours by multiplying the number of days by seven.

Section 2 - Reduced Workweek Scheduling Options

In the process of maintaining the workweek as reduced in the 1975 - 1977 contract the County reserves the following options:

1. To provide an unpaid one (1) hour meal period;

2. To provide an unpaid one-half (1/2) hour meal period and to compensate in cash an additional one-half (1/2) hour;
3. To provide for early release (one-half (1/2) hour) to compensate for a shortened meal period;
4. To stagger work schedules (start/finish times) provided no split shifts are instituted;
5. To stagger meal periods.

The County agrees to retain a consultant to evaluate scheduling problems and make recommendations to the parties.

#### Section 3 - Flex Time Committee

A joint Union-County Committee is to be established to explore the feasibility of "Flex Time". The procedures shall be determined by the parties at a future time for the operation of such committee.

#### Section 4 - Time and Attendance Committee

A Time and Attendance Committee is established in an attempt to standardize County procedures. Said Committee shall address such issues as minimum amounts of time (leave) to be taken, overtime meal money, lateness, grace periods and docking procedures, and any other relevant issues.

#### Section 5 - Docking

The procedures for docking, grace periods and no-show shall be annexed as Appendix F.

### ARTICLE IV

#### COMPENSATION

##### Section 1 - Classification and Compensation

###### A. General

1. All positions authorized in titles covered by the Agreement (annual salaried, per diem and hourly) shall be classified, in accordance with law, by the Commissioner of Human Resources.
2. All such positions shall be evaluated in accordance with the County's systems for job evaluation. The application of the County's systems for job evaluation shall result in each position title being assigned to a specific job group, subject to Legislative approval if necessary.
3. The County reserves the right to reclassify or reallocate any title, subject to Legislative approval.
4. No Employee shall be employed or appointed under any title not appropriate to the duties to be performed as defined in the specification for that title.

###### B. Definitions

1. a. Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.
- b. Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.
- c. Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.
2. a. Allocation is the process of assigning a position title to a salary range.
- b. Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.
- c. Reallocation may result in a change to a lower salary range or to a higher salary range.

C. Classification and Compensation Appeals Board

1. There is hereby established a Classification and Compensation Appeals Board composed of the Commissioner of Human Resources who will act as Chairman, the Budget Director, rotating Department Heads (one (1) at a time) to be appointed by the County Executive, and two (2) representatives of the Union to be appointed by the County Executive from a list submitted by the President of the Union.
2. The Budget Director and the Commissioner of Human Resources may designate members of their respective staffs to act in their behalf at any meeting of the Board.
3. All cases to be considered by the Board for appeal shall have a hearing commence within forty-five (45) days of the filing. Recommendations made by the Board shall be voted upon by a majority of the five (5) members or designees.
4. The Board is empowered to consider appeals made by Employees and Department Heads (regarding appeals by their Employees) of reclassification and reallocation decisions made by the official in charge of Classification and Compensation in the Department of Human Resources and to recommend reversal or modification of such decisions to the Commissioner of Human Resources.

D. Reclassification and Reallocation

1. Any Employee may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper position title or proper allocation (i.e. salary range).
2. Such requests may also be made by any County Officer

and/or Department Head for any individual position or group of positions under their supervision. The Commissioner of Human Resources may also initiate such studies.

3. a. The Commissioner of Human Resources will communicate in writing the decision to all appropriate parties within the time limits specified below.
- b. In the event that the study results in a decision with which the Employee requesting the study does not agree, the Employee may appeal the decision, in writing, to the Classification and Compensation Appeals Board no later than five (5) working days from receipt of the communication from the Department of Human Resources.
- c. In the event that no appeal of the decision is filed within the required time, the matter will be closed for a minimum of twelve (12) months and will only be reconsidered after the twelve (12) month period if there has been a substantial change in duties and responsibilities.
4. a. In the event that the decision of the Classification and Compensation Appeals Board is to reclassify the position, the Commissioner of Human Resources may approve of the use of the recommended title on a tentative basis and may submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action if required.
- b. In the event that the decision of the Classification and Compensation Appeals Board is to reallocate the position, the Commissioner of Human Resources may submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action.
5. No Employee whose salary is increased by such reclassification or reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in salary becomes effective.
6. The salary of an incumbent of any position which is reclassified or reallocated shall not be reduced for the then incumbent by reason of such reclassification or reallocation so long as such position is held by the then incumbent.
7. Reclassification to a title for which an eligible list exists will not be made effective until such time as the then incumbent has had an opportunity to compete in an examination for said new title.

E. Effective Date

1. Approval of new titles, reclassifications and reallocations shall be determined by:

- a. New titles Board of Legislators
  - b. Reclassifications:
    - 1. To existing titles Budget Director
    - 2. To new titles Board of Legislators
  - c. Reallocations of the existing titles Board of Legislators
2. The Department of Human Resources will process all new titles, reclassifications and reallocations and submit them to the Budget Director or the Board of Legislators, as the case may be, no later than ninety (90) working days, or one hundred eighty (180) working days in the case of a class of titles involving more than one (1) department, after the date of receipt of the request for study, except as described in D(7) above.
  3. When action is taken by the parties indicated in Section 1 above, the effective date shall be retro-active to the date the case was filed, unless the action is taken within the time frame established in (2) above.

F. Job Posting and Promotions

1. Any advancement of an Employee from a position in one (1) title to a position in another title for which a higher maximum rate of pay is prescribed shall be deemed a promotion.
2. All job and promotional opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all Employees in all Departments and all satellite offices prior to the examination or filing of the positions to allow employees currently employed to apply for same. When a position is posted, a copy will be provided to the Union.
3. In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where a position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications of applicants who are currently employed by the County before considering applicants from outside the County service.
4. When promotional and/or provisional examinations are scheduled for Employees during working hours, the Employee will be granted release time for such examination.

The County will make a reasonable effort to release an Employee from working hours immediately prior to taking a Civil Service exam. However, in no event shall this clause require the County to release an Employee on a calendar day other than the day the exam is actually given.

## G. Job Posting Procedure

### 1. Procedure

The posting of job opportunities will be done simultaneously at two (2) levels - Departmentally, and County-wide, for ten (10) business days, with due consideration and preference given to applications received as a result of the Departmental posting.

### 2. Posting

- a. The Department of Human Resources will distribute a posting notice to all County Departments, and will supervise the screening of all resumes or applications referred for consideration, and the Department Head, or his representative, will post, in conspicuous places, an announcement of the vacancy, including a brief description of the duties which shall conform to the duties and qualifications of the job specifications as promulgated by the Westchester County Department of Human Resources and required qualifications, and a contact person to whom resumes or applications should be referred. Such posting shall be distributed to the Union.
  - b. After ten (10) business days have elapsed, the Department of Human Resources will forward to the appointing officer the resumes and applications which meet the required qualifications.
  - c. The appointing officer will consider the applicants, giving preference to resumes or applications received as a result of the Departmental posting in the affected Department, and if an appointment is made, report the name of the successful applicant to the Department of Human Resources.
3. In the event that the postings, Departmentally, or County-wide, fail to result in a placement, the County may take any further action as it deems necessary in securing applicants.
  4. When more than one incumbent Employee applies for a promotional position, the County shall consider the relative seniority standing of said incumbent Employees. However, it is understood that the primary factors determining which Employee, if any, shall be awarded the promotional position are: (1) the ability of the Employee to perform the job and, (2) the overall needs of the department (including future promotional potential).

## H. Reclassification, Reallocation and Promotion Salary Increase Formula.

1. The formula for computing a salary increase which may result from reclassification or reallocation and which must result from promotion is as follows:
  - a. Add the amount of one (1) annual increment of the present salary range to the present salary;

- b. Pay the lowest step in the new salary range which is not less than the sum arrived at in "a" above.

I. Increments

1. Increments indicated in Appendix D, Schedule B(1) and C(1) are in no sense automatic, nor are they to be considered as earned solely due to the passage of time. (Longevity increases based on years of service are not considered as increments).
2. Increments referred to above are subject to the approval of the Department Head. Such approval may not be unreasonably withheld. Any denial of an increment must be supported by written documentation dealing solely with the Employee's performance or attendance or conduct or a combination of these factors and must be communicated to the Employee in writing at least thirty (30) days prior to the increment due date.
3. The denial of an increment is subject to the grievance procedure starting at Step 2.

J. Annual Structure

1. Except as otherwise provided, allocations to job groups and assignments of salary scales to job groups are for the purpose of compensating for full time annual service.
2. The actual accumulated compensation paid in any year shall be considered the full amount due the Employee for that year under the annual rates established.

K. Above Minimum Recruitment

1. The Commissioner of Human Resources may recommend recruitment at a rate above the minimum if it is impractical to recruit for a position at its then minimum salary.
2. The County may hire new Employees up to Step four (4) without having to raise the salaries of all incumbents of such positions to such rate of pay. If the County hires at Step five (5) then all incumbents of such positions currently at Step four (4) would be raised to step five (5).

Section 2 - Job Classifications and Job Groups

The current list of County Job Classification and Job Groups (as may be amended from time to time) is annexed as Appendix D - Schedule A.

The Union shall receive copies of all new titles and specifications and/or updating of titles and specifications that are sent to the New York State Civil Service Commission within ten (10) days of the creation.

Section 3 - Compensation

- A. Effective January 1, 2002, each step in the salary schedule in



effect on December 31, 2001 shall reflect a two percent (2%) increase.

B. Effective January 1, 2003, each step in the salary schedule in effect on December 31, 2002 shall reflect a two percent (2%) increase.

C. Effective January 1, 2004, each step in the salary schedule in effect on December 31, 2003 shall reflect a two percent (2%) increase.

D. Effective July 1, 2004, each step in the salary schedule in effect on June 30, 2004 shall reflect a two percent (2%) increase.

E. Effective January 1, 2005, each step in the salary schedule in effect on December 31, 2004 shall reflect a two percent (2%) increase.

F. Effective July 1, 2005, each step in the salary schedule in effect on June 30, 2005 shall reflect a two percent (2%) increase.

In order to be eligible for retroactive payments, employees must be On the payroll as of June 14, 2004.

#### Section 4 - Longevity

Employees shall receive longevity compensation in accordance with the provisions of this Section, which payments shall be added to the rates in Appendix D, without deviation.

1.	After 5 years	\$475	
	After 10 years	\$650	
	After 15 years	\$750	
	After 20 years	\$925	
	After 25 years	\$1000	
	Effective	<u>1/1/2004</u>	<u>7/1/2005</u>
	After 5 years	\$750	\$1,000
	After 10 years	\$950	\$1,200
	After 15 years	\$1,250	\$1,500
	After 20 years	\$1,500	\$2,000
	After 25 years	\$2,000	\$2,900

To receive retroactive payments, an employee must be on the payroll as of June 14, 2004.

2. After having completed the required amount of continuous County service, Employees are eligible for the longevity payments commencing the first (1st) pay period following the Anniversary Date of Hire. These payments shall be made by a "lump sum payment" in the first (1st) pay period in December of each year of eligibility.

During the first (1st) year of eligibility, and the last year

of termination, said "lump sum payment" shall be prorated.

3. Continuous service is not interrupted by the following:

- a. Ordered military leave
- b. Authorized leaves of absence
- c. Termination of employment followed by a reinstatement or rehiring within two (2) years.

Such time off, except as provided by Military Law, shall be deducted from County service.

4. Longevity credits begin on the date of hire of the Employee in a position other than "temporary" as defined in Article I, Section 2 (8) of the Agreement.

Section 5 - Show-up Pay

When an Employee reports for work as scheduled and work is not available through no fault of the Employee, said Employee shall be paid for the day at the applicable rate of pay.

Section 6 - On-Call Time

For the purpose of the Agreement, On-Call Time is time that an Employee is not actually on duty but has been directed to be continuously available by furnishing the supervisor a place where the Employee can be reached. Administrative personnel who routinely notify their superior of their whereabouts, or who might be "on-call" because a situation involving the operation of their departments might arise, will not be considered to be On-Call, but Employees who are assigned to take emergency telephone calls at home for a specific purpose, and are thereby restricted, will be covered. Employees who live on County premises will be considered to be on On-Call Time only when restricted to such premises.

- 1. An Employee who is ordered to be On-Call shall be paid at the applicable hourly rate of:
  - a. Two (2) hours for every eight (8) hours time on the week days;
  - b. Three (3) hours for every eight (8) hours time on weekends, beginning Saturday, one minute after twelve (12:01) a.m. to Monday, one minute after twelve (12:01) a.m. and on holidays;
  - c. Compensation for On-Call Time shall be pro-rated, but not less than one-half (1/2) hour for each continuous period of On-Call time.
- 2. Employees who are currently receiving greater compensation (if any), in time or money, will not be affected by the provisions of sub-section 1 of the Section until the benefit under sub-section 1 exceeds their current compensation
- 3. Except as may be provided by law, On-Call Time will not be included in the computation of overtime.

Section 7 - Out-of-Title Guarantee

1. When an Employee is directed to perform substantial duties of a higher classification not common to the Employee's classification on a regular basis for more than fifteen (15) consecutive work days, said Employee shall be paid, as follows, retroactive to the first day of such assignment:
  - a. Add the amount of one (1) annual increment of the present salary range to the present salary.
  - b. Pay the lowest step in the new salary range, which is not less than the sum arrived at in "a." above.

Effective June 21, 2004, when an Employee is directed to perform substantial duties of a higher classification not common to the Employee's classification on a regular basis for more than ten (10) consecutive work days, said Employee shall be paid the above rates, retroactive to the first day of such assignment.

2. Employees directed to perform the duties of a lower classification with no change in their job title shall not have their rate of pay reduced because of such assignment.
3. Employees filing grievances pursuant to this section shall follow the procedure as outlined in Appendix E (2).

#### Section 8 - Calculation of Rates of Pay

##### Regular Straight Time Rate:

For the purpose of payroll computation and payment of an Employee's annual salary, a regular rate of pay consisting of a straight time (hourly) regular rate shall be calculated by dividing the annual salary (including any shift, risk, or longevity differential(s) if applicable) by the number of working days in that particular year and then redividing this figure by the number of working hours in the day. This weekly salary figure is then redivided by the number of hours in an Employee's basic work week in order to arrive at a regular rate of pay.

#### Section 9 - Overtime

##### A. Overtime Defined

Overtime is time worked in any workweek over and above the hours worked in an Employee's basic workweek, or at a time previously scheduled as a holiday.

##### B. Overtime Pay

1. Job Groups I through XII.

Where paid overtime in an Employee's classification is required and directed, it shall be paid at the following rates:

- a. Hours worked above the basic workweek but not in excess of forty (40) hours for that workweek shall be paid at the Employee's regular straight time rate;

- b. Hours worked within a workweek in excess of forty (40) hours shall be paid at time and one-half (1-1/2) the Employee's regular straight time rate;
  - c. Overtime computations for Employees paid on a bi-weekly pay basis shall be computed for each workweek in the pay period;
  - d. Such overtime shall be paid in cash only.
2. The below listed shall apply to Job Groups XIII and above.

Where overtime in an Employee's classification is required and directed, said overtime shall be compensated by supplementary time off in clock hours equal to the clock hours worked, unless paid overtime in cash is specifically authorized.

3. Pension Credit

In conformity with the provisions of the New York State Retirement System (to the extent permitted), the amount received as overtime compensation under the Article and all other regulations shall be regarded as salary or compensation for any purpose of any pension or retirement system.

4. Supplementary Time -

The below listed shall apply to Job Groups XIII and above.

- a. All supplementary time accrued within a calendar quarter must be used prior to the end of the next calendar quarter. Any supplementary time not used within the prescribed period as specified, will be paid off in cash at the Employee's applicable overtime rate.
  - b. Should a certified supplementary time balance remain at the time of an Employee's death, resignation, or termination such time will be paid at the Employee's then applicable regular straight time or overtime rate to either the Employee or the Employee's beneficiary or estate as the case may be.
5. An Employee who is offered and who voluntarily accepts paid overtime in another classification shall receive no less than the regular straight time rate for such classification worked, provided the Employee does not work in excess of forty (40) hours in one (1) workweek. The Employee shall receive time and one-half (1-1/2) of that regular straight time rate for all hours worked in such classification in excess of forty (40) hours in one (1) workweek.
6. An Employee's regular starting or quitting time will not be changed on a day on which extra work hours are assigned in order to avoid overtime pay. A change in shift or

workweek within a workweek may not be used to deprive an Employee of overtime pay that would otherwise have been earned in such workweek.

C. Overtime Equalization

All Departments will endeavor to equalize paid overtime over at least three month intervals as far as practical, by skill, classification, and shift, within a supervisory unit of a Department. For purposes of this clause, an Employee who requests to be excused and is excused by the supervisor from working available overtime shall be considered to have worked such overtime for the purpose of equalization.

D. Call-Back Pay

Except for pre-scheduled work and/or emergency work immediately prior to or after the Employee's normal work day, Employees directed to and who report for work before or after the Employee's normal work day, or on the Employee's scheduled day off shall be paid in cash for the actual hours worked with a minimum guarantee of four (4) hours pay at the applicable rate. Employees called into work will be credited with one hour of work time for travel.

Section 10 - Differentials and Allowances

A. Shift Differential

1. (a) All employees who have a regular starting time of one o'clock (1:00 p.m.) or later or have a regular quitting time of twelve o'clock (12:00 p.m.) or earlier shall receive additional compensation while regularly working such second or third shift hours of sixty five dollars (\$65.00) dollars.

Effective July 1, 2004, the amount shall increase to seventy dollars (\$70.00).

When an Employee is regularly assigned to a shift requiring the differential, and takes authorized paid time off, the differential will continue to be paid, if the time off is taken during the period of time which the Employee is assigned to such shift.

- (b) All Employees who are regularly assigned to any twelve (12) hour work shift shall receive additional compensation while regularly working such shift of seventy dollars (\$70.00).

2. Licensed Practical Nurses

When meeting the criteria for shift differential as defined in A.1 above, licensed practical nurses shall receive the following shift differential: seventy five dollars (\$75.00) per week. Effective July 1, 2004, the amount shall increase to eighty dollars (\$80.00).

B. Contagious and/or Hazardous Risk Differential

Where the County has provided a differential for Employees serving under contagious and/or hazardous risks, such differential shall be continued at the rate of one hundred and fifty dollars (\$150.00) per annum. These payments shall be incorporated into the Employee's bi-weekly or weekly pay check as the case may be. When an Employee is regularly assigned to a contagious and/or hazardous assignment requiring the differential, and takes authorized paid time off, the differential will continue to be paid, if the time off is taken during the period of time in which the Employee is so assigned.

The parties agree to maintain, during the life of the Agreement, a joint committee of four (4) representatives each from the Union and County, to add to, or delete job titles from the list of titles presently receiving or not receiving a differential under present practice.

This committee shall conduct a study to determine if the differential shall be increased, decreased, removed, or which titles shall be included, and shall report their recommendations within six (6) months, to the Commissioner of Human Resources and Budget Director, who shall make the final determination of the matter.

C. Assignment Differential - Department of Social Services Division Of Child Protective Services

Effective January 1, 2005, employees in the Department of Social Services assigned, on a permanent basis and in the titles of Social Caseworker, Sr. Social Case Worker, Unit Supervisor and Manager I in the Division of Child Protective Services (CPS), the Child Welfare Division, and the Training Unit shall receive an assignment differential pursuant to the below listed:

Social Caseworker and Social Caseworker (Spanish Speaking)

<u>Differential</u>	<u>Area</u>
\$1,000	MPS (CPS Undercare)
\$1,000	CS (CPS Undercare)
\$2,500	CPS/ESU Workers
\$3,500	Sex & Physical Abuse

Senior Social Caseworker and Senior Social Caseworker (Spanish Speaking)

<u>Differential</u>	<u>Area</u>
\$1,000	MPS (CPS Undercare)
\$1,000	CS (CPS Undercare)
\$2,500	CPS/ESU Workers
\$3,500	Sex & Physical Abuse
\$5,000	Child Welfare (Training Unit)

Unit Supervisor of Casework

<u>Differential</u>	<u>Area</u>
\$1,000	MPS (CPS Undercare)

\$1,000	CS (CPS Undercare)
\$2,500	CPS/ESU Workers
\$3,500	Sex & Physical Abuse
%\$5,000	Child Welfare (Training Unit)

#### Manager I

<u>Differential</u>	<u>Area</u>
\$1,000	MPS (CPS Undercare)
\$1,000	CS (CPS Undercare)
\$2,500	CPS/ESU
\$3,500	Sex & Physical Abuse

#### Program Coordinator (Child Welfare-Case Management)

<u>Differential</u>	<u>Area</u>
\$5,000	Program Coordinator (Child Welfare-Case Management)

The foregoing amounts shall be payable per year, on a biweekly basis, for such assignment.

#### D. Mileage Allowance

1. Employees will be reimbursed where a private car is used with prior County authorization, on County business. The reimbursement rate shall be the rate used by the Internal Revenue for Service income tax purposes.
2. Employees who regularly use private cars on County business shall conform with requirements submitted through the Director of Risk Management.
3. A joint committee shall be established to rewrite, for better understanding, the County Travel Policy, Rules and Regulations, and upon completion, shall become part of this agreement as determined by the committee.

#### E. Meal Reimbursement/Allowance

1. The meal schedule specified in the County Travel Policy, Rules and Regulations shall be in accordance with the following:

##### Within County

	Not To Exceed Without Receipt	Not to Exceed With Receipt
Breakfast	\$ 3.00	\$ 4.00
Lunch	\$ 5.00	\$ 6.00
Dinner	\$ 7.00	\$ 9.00

##### Outside of County

Not To Exceed	Not to Exceed
---------------	---------------

	Without Receipt	With Receipt
Breakfast	\$ 3.00	\$ 6.00
Lunch	\$ 5.00	\$ 8.00
Dinner	\$ 7.00	\$20.00

## ARTICLE V

### HEALTH, SAFETY, EQUIPMENT AND FACILITIES

#### Section 1 - Health and Safety

The County shall make every effort to maintain employment conditions conducive to the health and safety of Employees. Recommendations will be developed that will take into consideration the total working environment.

A joint standing Union-County committee has been established to develop these recommendations for working conditions conducive to the health and safety of all Employees, taking into consideration temperature, ventilation, lighting and total working environment.

Basic policy guidelines have been developed by the committee and were given to the Deputy County Executive for use in correcting the working environment of the Employees affected. Subsequent recommendations from the committee would be forwarded to and considered by the Deputy County Executive.

#### Section 2 - Uniforms and Equipment

##### A. First-Aid Equipment

First aid equipment as specified by the County Commissioner of Health will be made available for Employees performing hazardous duties.

##### B. Lockers

Where the County's evaluation determines the need, lockers will be provided at permanent work sites.

##### C. Safety Equipment

Special safety equipment required by the official designated as the County Safety Director will be supplied without cost to the Employees.

##### D. Uniforms and Equipment

1. Where the County requires Employees to wear distinctive Uniforms or special protective clothing, such clothing and equipment will be furnished in reasonable quantities as determined by the applicable Department Head without cost to the Employees including reasonable periodic cleaning. Where the County has provided monetary allowance in lieu of the foregoing, such allowance will be paid by the end of the calendar year for which applicable.



The issue of winter jackets to be provided those employees who presently receive a uniform by the County shall be deferred to the Uniforms and Special Protective Clothing Committee as provided in this agreement.

2. Additionally, employees in the Department of Health, who are required to purchase and maintain uniforms, shall receive a yearly allowance of two hundred and seventy five dollars (\$275.00).

Employees who currently receive one hundred and twenty five dollars (\$125.00) as a uniform allowance shall continue to do so for the duration of this Agreement.

3. Deputy Sheriffs of the Westchester County Public Safety Services Division shall receive a yearly clothing allowance at the rate for uniform allowance as provided in the Westchester County PBA Contract for uniforms.

If the uniform is not the same as defined above, then the present three hundred dollar (\$300.00) allowance shall remain. If it is partially the same, then it will be submitted to the Uniforms and Special Protective Clothing Committee.

4. The uniform allowances described above shall be paid in the calendar year following the year in which it is earned.
5. Mechanics at the Central County Garage shall receive a tool allowance of three hundred and fifty dollars (\$350.00) per annum payable in the month of December. New Employees shall receive a pro-rata payment based upon the number of months worked. Effective July 1, 2004, this amount shall be increased to five hundred dollars (\$500.00).

#### E. Uniforms and Special Protective Clothing Committee

A joint Committee of an equal number of Union and County appointees is established to render decisions as to what is an appropriate uniform allowance if the County requires an Employee to purchase and maintain a uniform or uniforms. If there is a dispute of the Committee, as to what the allowance should be, an arbitrator shall be retained to resolve same. Decisions of the arbitrator shall be final and binding on all parties.

#### Section 3 - Parking Committee

A Standing Joint Union/County Committee has been established to study Employee parking problems and to make recommendations thereon, and said committee shall also undertake a study to review safety factors, as they relate to implementation of security measures.

#### Section 4 - Day Care Committee

In recognition of the mutual advantage in providing day care programs, the County and the Union agree to establish a Day Care Committee to determine the need, feasibility, financial impact, and any other criteria that would be pertinent.

## Section 5 - Video Display Terminals

Both parties agree that a policy regarding the use of Video Display equipment shall be developed and implemented through a Labor-Management Committee.

### ARTICLE VI

#### HOLIDAYS WITH PAY

1. The following days shall be considered holidays with pay:

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday*	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving (eff. 2005)
	Christmas Day

\*Effective January 1, 2005, the above list shall be amended to delete Lincoln's Birthday as a designated holiday with pay, and add the day after Thanksgiving as a holiday with pay.

For employees at Westchester Community College only, the following shall be the list of holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Plus four days between Christmas Day and New Year's Day designated as holidays by the President of the Community College by October 15 of each year. Once designated, all other provisions of this clause shall apply.

2. Where any of the foregoing holidays fall on a Saturday, the County will designate the Employee's alternate day off with pay. Holidays falling on Sunday will continue to be observed on Monday.
3. All Employees required to work on any of the above listed holidays, not the in lieu of day, will not receive the regular day's pay; rather the Employee(s) will be paid at the rate of time and one-half for the hours worked on that day and granted an additional day off (hour for hour).
4. Additional days off with pay shall be granted for time earned due to working on holidays and/or for holidays falling on an Employee's scheduled day off. Holiday time balances should be kept separate from any other time bank. Said balances must be used prior to the end of the next calendar quarter. If this balance is not used within the prescribed period, it will be paid off in cash at the Employee's then applicable regular straight time rate.

5. Once approved, holiday time may not be cancelled by the department within forty-eight (48) hours of the time it is to be taken, unless a bonafide emergency exists.
6. Should any additional holiday balances remain at the time of an Employee's death, resignation or termination, such time will be paid at the Employee's then applicable regular straight time rate either to the Employee or the Employee's beneficiary or estate as the case may be.

## ARTICLE VII

### VACATION WITH PAY

#### Section 1 - Vacation with Pay (Annual Leave)

##### A. Annual Leave will be granted as follows:

1. An Employee who is employed on or before June 1st shall be entitled to one week (five days) vacation after six months of continuous service.
2. On January 1st an Employee who has had less than one (1) year of continuous service will be entitled to two (2) weeks (ten (10) days) vacation after six (6) months of continuous service.
3. On January 1st an Employee who has more than one (1) year of continuous service will be entitled to three (3) weeks (fifteen (15) days) vacation.
4. On January 1st an Employee who has more than ten (10) years of continuous service, or during that year will attain the eleventh (11th) anniversary date of service, will be entitled to one (1) additional day of vacation for each year of service to maximum of four weeks (twenty (20) days) vacation, as follows:

Years		Vacation Days
Attains Eleventh (11th) year	-	16 Days
Attains Twelfth (12th) year	-	17 Days
Attains Thirteenth (13th) year	-	18 days
Attains Fourteenth (14th) year	-	19 days
Attains Fifteenth (15th) year	-	20 days

Annual leave is to be used in the year in which it is earned, except that with the approval of the Department Head and the Commissioner of Human Resources, Annual Leave earned in one year may be used in the second (2nd) year, but no more than two (2) years of Annual Leave may be used in any one (1) year.

Without approval, an employee may carry over into each subsequent year a maximum of ten (10) days of unused vacation.

In the calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.

Annual Leave is to be taken with departmental approval so as not to interfere with the operations of the department. Such approval shall not be rescinded unless a bonafide emergency exists.

In addition to any other provision of this contract, annual leave may be used for family illness or death in the family.

B. Pro-Rata Leave

Appropriate reduction will be made in the annual leave credit on a pro-rata basis for absences of more than thirty (30) continuous calendar days under the provisions of Article VIII -

Leaves - extended sick leave, sick injury, leave without pay, military leave, and periods outside of County service.

C. Resignation or Death

Should an annual leave balance (vacation with pay) remain at the time of an Employees's death, resignation in good standing or termination without cause, said time will be paid at the Employee's then applicable regular straight time rate either to the Employee or the Employee's beneficiary or estate as the case may be. Unused annual leave does not include time accruing toward the subsequent year's leave.

ARTICLE VIII

LEAVES

Section 1 - Personal Leave

1. Personal leave is leave with pay for personal reasons. It may be used in conjunction with annual leave in the current year. It is to be taken with departmental approval so as not to interfere with the proper operations of the department. Once approved, personal leave may not be cancelled by the department within forty-eight (48) hours of the time it is to be taken, unless a bonafide emergency exists.
2. All Employees will be credited with five (5) days of personal leave on January 1st of each year, except that new Employees must complete six (6) months of service prior to using the days.

Employees hired on or before June 1st shall be credited with two and one-half (2 1/2) days of personal leave after six months of service for use in their first calendar year.

3. At the end of the calendar year, unused personal leave shall be credited to sick leave.

Section 2 - Sick Leave

1. All newly hired Employees will be credited with five (5)

sick days on the Employee's first (1st) day of service. After the Employee completes five (5) full calendar months (each of which begins on the first (1st) of the month), the Employee will, thereafter, be credited with sick leave at the rate of one (1) day per completed calendar month.

2. All current Employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be Accumulated. Sick leave is defined as absence from duty because of illness; pregnancy; child birth; injury; quarantine resulting from exposure to contagious disease; family illness and bereavement leave. The Department Head or the Commissioner of Human Resources may require such substantiation of sick leave as deemed necessary.
3. Sick leave credits may not be earned while on leave without pay, on military leave of over thirty (30) days, on extended sick leave, or while using sick bank time.
4. Any Employee, who is eligible for retirement and retires, and who has at least fifty (50) sick leave days on the books at the time of retirement, shall receive the following: a full day's pay for one-half (1/2) of the accumulated amount of days. However, in no event shall any Employee receive more than one hundred and twenty five (125) days of pay. It is understood that the rate of pay shall be the current rate of pay for each Employee.

For purposes of this provision, retirement shall mean the receipt of a retirement benefit from the New York State Retirement System or a lay-off or any other involuntary removal from payroll which shall include payment to the employee's estate upon death. Excluded is dismissal for cause (discipline) or resignation.

### Section 3 - Family Sick Leave

Any available accumulated leave balance may be used for illness in the family, including for domestic partners in accordance with NYSHIP (Empire Plan) as administered by the State of New York.

### Section 4 - Bereavement Leave

A bereavement allowance of three days shall be given to an Employee in the event of the death of a member of the Employee's immediate family. Immediate family shall be defined as mother, father, step-mother, step-father, spouse, children, grandparents, grandchildren, brothers and sisters, spouse's immediate family, and any other relative who resides in the household of an Employee. For purposes of this clause, domestic partner and spouse shall be interchangeable. Domestic partner is defined in accordance with the NYSHIP (Empire Plan) as administered by the State of New York. Accumulated annual and personal leave may be used in conjunction with bereavement leave.

### Section 5 - Extended Sick Leave

Employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon

recommendation of the Department Head and the approval of the Commissioner of Human Resources at one-half (1/2) pay for a period not to exceed one (1) bi-weekly pay period for each complete year of service. Any extended sick leave previously granted, shall be chargeable against the allowance provided for in this Section.

#### Section 6 - Emergency Sick Leave Bank

##### 1. Eligibility

The County and the Union, realizing the economic effects of a long term illness of any Employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All Employees who are represented by the Bargaining Unit of the Union and have completed at least one (1) year and one (1) month of continuous County service, shall be eligible to join. Membership is earned when an employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

##### 2. Emergency Sick Leave Board

An Emergency Sick Leave Board consisting of three (3) members and three (3) alternates (Trustees), of the Bargaining Unit, shall be appointed by the Union President for a term coinciding with the term of the President.

The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days. Decisions by the Board are final, subject to County approval that the Board acted in compliance with 6.4., the dispute will immediately be filed with the American Arbitration Association for a hearing and final determination.

##### 3. Contributions

Completed Emergency Sick Leave Bank Contribution Forms must be received by the Board by the first of March of each year.

Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Union.

When the Board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing, and will request a further contribution of one (1) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

##### 4. Eligibility for Benefits

An enrolled member who has exhausted all of the accumulated time credits and is suffering from a prolonged and disabling illness or mental incapacitation and is not eligible for Worker's Compensation, is eligible to apply to the Sick Leave Board. The member must complete the "Application For Emergency Sick Leave Bank Benefits" form and shall provide the Board with

any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reason, including improper use of accumulated time credits, i.e.: Suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.

After finding that the application meets the requirements described above, the initial application may be granted for up to forty (40) working days. Vacation, personal leave and sick leave credits shall not be earned for periods when an Employee is on such leave with pay.

5. Renewal of Application

After making its original determination it is found that a member's recovery shall require more than forty (40) working days, the Board shall reconvene to determine renewal of the application for up to an additional forty (40) days. However, the maximum number of days the Board may allocate for any one illness shall not be more than two hundred and sixty-one (261) working days or one work year.

## Section 7 - Maternity/Child Rearing Leave

A pregnant Employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the Employee or constitute a liability in the performance of her duties. Pregnant Employees are not required to report the existence of pregnancy to the County.

A pregnant Employee upon filing appropriate medical evidence, that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any annual leave, personal leave, supplementary time, holiday leave and sick leave for the period of her disability and shall be eligible for extended sick leave.

While on maternity or child rearing leave the Employee may continue to use any or all leave he/she has theretofore accumulated.

Upon her/his request to the County, the Employee shall be granted a leave of absence without pay for a maximum period of seven (7) months. Such leave may be extended upon recommendation of the Department Head, up to a maximum of two (2) years. Said leave of absence without pay shall be in addition to the above leave with pay benefits. Such leave shall not be unreasonably withheld.

## Section 8 - Jury and Court Appearance Leave

An Employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the Employee are involved, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County, exclusive of travel/meal expenses.

## Section 9 - Military Leave

An Employee who is required to render ordered Military duty shall be granted a leave of absence as authorized by state law.

## Section 10 - Education Leave

The present County program for education leave shall be continued for the life of the Agreement including career training program.

## Section 11 - Tuition Reimbursement

1. The Tuition Reimbursement Program of the County shall be funded in each year of the agreement with a minimum allowance of three hundred thousand (\$300,000.00). Effective July 1, 2005, the minimum allowance will be raised to three hundred fifty thousand dollars (\$350,000.00).

Employees in the following titles at the Department of Labs and Research, in lieu of the above shall be eligible for reimbursement of up to nine credits or twenty-seven hundred dollars (\$2,700.00) per calendar year whichever is greater. Effective January 1, 2005, the amount available for reimbursement will increase to three thousand five hundred dollars (\$3,500.00).

Environmental Chemist



Ass't. Environmental Chemist  
Environmental Bacteriologist  
Ass't. Environmental Bacteriologist  
Virologist  
Ass't. Virologist  
Microbiologist  
Ass't. Microbiologist  
Assistant Forensic Scientist  
Forensic Scientist  
Medical Photographer (effective January 1, 2005)

Employees shall receive tuition waivers when taking credit courses at Westchester Community College.

2. The Joint Union/County Committee on Education and Tuition shall review and update where required, the rules and regulations of such program as they relate to tuition reimbursement.

#### Section 12 - Leaves Without Pay

1. Any Employee who is temporarily physically or mentally unable to perform employment duties, or who desires to engage in a course of study intended to increase the Employee's usefulness to County service, or who for any reason considered satisfactory by the Department Head, desires to secure a leave of absence from employment duties may, upon the recommendation of the Department Head, approved by the Commissioner of Human Resources, be granted a leave of absence without pay for a period not to exceed one (1) year. In an exceptional case, the Commissioner of Human Resources may waive the provisions of the Section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two (2) years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the Employee affected. An employee may be off payroll without losing benefits for a period not to exceed two years.
2. When a leave of absence without pay for a period of one (1) year or as extended by the Commissioner of Human Resources has been granted, a further leave of absence without pay shall not be granted unless the Employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.
3. Absence for more than thirty (30) continuous days under the Section may cause adjustment in time for considering increments.
4. Failure of an Employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.
5. (Education) Any Employee who leaves the County service to pursue an educational program completed at the Employee's own expense, upon return to the County service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if the Employee had not left County service, provided that the course of instruction is considered beneficial to the duties of the Employee's position in County

service, and the Employee has not had full time employment outside of County service during the period of absence, between semesters excepted.

6. Vacation, personal and sick leave credits may not be earned while absent for more than thirty (30) days under the provisions of the Section.
7. Employees shall be placed back on the payroll on the day following their last day of requested and approved leave. It is implicit that such Employees will be ready to resume work on that day unless their leave has been extended.

#### Section 13 - Worker`s Compensation (Sick Injury Leave)

Any Employee who is necessarily absent from duty because of occupational injury or disease as defined by the Worker`s Compensation Law, shall, pending adjudication of the case and while said disability renders the Employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits).

Vacation, personal leave and sick leave credits shall not be earned for periods when an Employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted such Employee may then be granted a leave of absence without pay. When the Worker`s Compensation Board has made an award to such Employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such Employee shall be re-credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Worker`s Compensation award for such loss of time.

### ARTICLE IX

#### DEFINITIONS FOR BENEFIT PURPOSES

##### FULL AND PART-TIME EMPLOYEES

Full time Employees are eligible for full medical, dental and "time" benefits.

Part-time Employees are eligible for full medical, dental and a pro-rata portion of "time" benefits provided that their employment is for at least one-half (1/2) the normal work week.

Part-time Employees who are currently assigned to work less than one-half (1/2) the normal work week and who are currently receiving full medical and dental benefits and pro-rata "time" benefits will continue to receive such benefits until the date their employment is terminated.

### ARTICLE X

#### INSURANCES AND RETIREMENT

The County will, subject to any other provisions of this Article, continue to provide Health Insurance and Retirement programs and options and will, except as modified below, pay the total cost of Employees, their dependents, and retirees premiums for such programs, providing such programs and options remain available.

#### Section 1 Insurance

##### A. Health Insurance

1. The health insurance and prescription benefit levels shall be equivalent to those benefits provided by the New York State Empire Plan (Core plus Medical and Psychiatric Enhancements), in effect as of December 31, 1990. Drug Prescription Plan - \$4.00 brand name, \$1.00 for generic equivalent.

Effective July 1, 2004, Section 1(A) above shall be deleted and replaced with the following:

##### A. Health Insurance

Effective July 1, 2004, the following co-payments shall apply:

1. Drug Prescription Plan
  - \$5.00 - generic
  - \$10.00 - brand name
  - \$25.00 - non favored brand name

All 90 day mail order prescriptions shall be subject to one co-payment. All pharmacy co-payments are subject to one co-payment for each 30 day supply.

PPO co-payments - \$15.00  
Effective July 1, 2005 - \$16.00

##### Mandatory Generic Drugs -

When a generic drug is available and an employee purchases a brand name drug, the employee shall be responsible for the generic co-pay and the difference in price between the generic and the brand name drug.

However, if the employee's doctor determines that, because of a medical necessity, a brand name drug must be prescribed when there is a generic equivalent available, said doctor must contact the designated representative of POMCO for approval.

If approval is granted, then the employee shall only pay the brand name co-payment.

Notwithstanding the foregoing, the County will consider the following drugs for a mandatory generic exemption whereby approval is not needed with a final determination to be made by POMCO:

1. Coumadin
2. Dilantin
3. Lanoxin
4. Levothroid
5. Mysoline

6. Premarin
7. Synthroid
8. Tegretol
9. Slobid

Physical Therapy and Chiropractic

All chiropractic and/or physical therapy sessions shall be limited to a combined total of 31 visits per year.

Effective July 1, 2004, The following deductibles shall apply:

Individual - \$300.00  
 Family - \$900.00  
 Out of Pocket Maximum - \$1,500.00

All out of network providers shall be subject to the usual and customary limitations currently in effect for all participating network providers.

Emergency Room Co-Payment -\$35.00  
 (If admitted co-payment is waived)

Physical Therapy Co-Payment - \$15.00

2. The County will submit to the Union, thirty (30) days prior to any contemplated change, a complete list of benefits level offered by the new Health Insurance carrier.
3. In the event the benefits being offered by the new insurance carrier are not equivalent to the benefits now being provided by the State-wide Health Insurance Plan, the Union may demand arbitration of the issue within thirty (30) days after receiving said offer.
4. The current POMCO Health Care Plan will be amended to provide "domestic partner" language in accordance with the NYSHIP (Empire) Plan as administered by the State of New York.
5. Any employee who retires after August 1, 2004, who qualifies for participation in the County health plan, shall receive continued family and individual coverage according to the following:
  1. 20 years or more of service - Employee coverage-100% paid by the County. Family coverage - 80% paid by County.
  2. 10 years through 19-years - Employee coverage-75% paid by County. Family coverage 50% paid by the County.
  3. 5 years through 9 years - Employee coverage 50% paid by County. Family coverage-25% paid by County.

For purposes of this provision, retirement shall mean an employee separates from service and is eligible to receive retirement benefits from the New York State Employees Retirement System on the date he/she separates from service.

B. Health Maintenance Organization

The County will make payments to any Health Maintenance Organization offered to Employees at a rate equivalent to the premium rate of the basic County health insurance plan. Members choosing this health insurance plan will be obligated to pay to the plan the premium difference, if any, between the County's contribution and the total cost of the offered Health Maintenance Organization premiums on a monthly basis. In no event will the County be required to make a payment greater than the total payment required by the Health Maintenance Organization.

For "H.I.P." enrollees as of May 1977 who subsequently switch to a Health Maintenance Organization, the County will continue to make payments to the Health Maintenance Organization the premium rate equivalent to the premium rate of H.I.P. In no event will the County be required to make a contribution greater than the total contribution required by the Health Maintenance Organization.

C. Health Insurance Benefits Committee

The parties agree to establish a joint Health Insurance Benefits Committee to explore alternative methods of providing said programs, and to explore any other alternatives in the event of any increased or decreased benefit provided by the Statewide Health Insurance Plan during the term of this agreement. When there are meetings with the health insurance carrier or administrators of the health insurance program relative to procedural changes or other issues that would impact on Employees, the County agrees to include the Union and its representatives.

D. Benefit Fund

1. The County shall continue to provide family dental and family optical benefits to all eligible Employees at the benefit levels and rates in effect as of June 2, 1998.

Effective July 1, 2004, the County shall fund an additional One hundred fifty dollars (\$150.00) per employee towards The family dental and family optical benefits.

Effective October 1, 2005, the County shall fund an Additional one hundred fifty dollars (\$150.00) per employee Towards the family dental and family optical benefits.

Additionally, CSEA/AFSCME shall have authority to audit the administration of these benefits on behalf of its Unit.

It is further provided that CSEA/AFSCME shall be considered regarding the selection of any third party processor, etc. who may be retained.

E. Personnel Changes

The County shall provide to the Union on a bi-weekly basis changes in personnel related to leaves of absence, resigna-

tions, terminations, retirements and deaths.

The County shall provide to the Union on a monthly basis a list of new hires, their title and rate of pay.

#### Section 2 - Line of Duty Life Insurance

The County shall provide seventy five thousand dollars (\$75,000) of insurance for all Employees in the event that an Employee suffers a job-related death.

#### Section 3 - Retirement

See Appendix H for options as provided in New York State Employee's Retirement Law.

### ARTICLE XI

#### LABOR-MANAGEMENT COMMITTEE

##### Section 1 - Labor-Management Committees

The County and the Union, recognizing the need for sound harmonious labor relations, shall jointly maintain and support a labor-management committee in each Department.

Each labor-management committee shall consist of eight members who will serve for the term of this agreement. The Union shall designate four members, exclusive of outside representatives, and the head of each Department shall designate four members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The Committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between the members designated by the head of the Department and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee.

The labor-management committee shall meet at the call of either the Union or the County members at times mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies of the minutes and agreements reached shall be supplied to all members of the Committee.

### ARTICLE XII

#### EMPLOYEE STATUS AND RIGHTS

##### Section 1 - Equal Employment Opportunity - Affirmative Action Plan

The County and the Union fully endorse the principles of Equal Employment Opportunity and the County's Affirmative Action Plan and its procedures. Any complaints arising thereunder will be processed through the complaint procedure of the Affirmative Action Plan. Use of that procedure will not deprive an Employee of rights under the Agreement.

## Section 2 - Non-Discrimination

The County and the Union will not discriminate against any Employee with respect to wages, hours, or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute bonafide occupational or assignment qualifications, in which case an Employee whose request is refused on such grounds shall be notified in writing, with right to appeal through the grievance procedure herein.

## Section 3 - Tenure

1. All annual salaried Employees, hourly and per diem Employees with a regular work schedule in the Non-Competitive and/or Labor Class, shall be accorded the same rights that a Competitive Employee currently receives under the provisions of Section 75 of the Civil Service Law, as it relates to removal and/or suspension after having served one (1) year of continuous service.
2. A joint Union/County committee will meet to explore alternate disciplinary procedures in lieu of Section 75 of the Civil Service Law.

## Section 4 - Formal Action

An Employee shall at all times on request be entitled to have present a representative of the Union designated in accordance with the Agreement when being formally reprimanded for the record following an investigation. Following an investigation, if it is determined that an Employee will receive a formal reprimand, then the Employee and the Union will be notified by registered mail, with return receipt requested, of the time and place where such reprimand shall be administered and the Employee shall be entitled to have a representative of the Union present if the Employee desires. Formal action does not pertain to normal progress, performance and evaluation interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy.

## Section 5 - Right of Representation

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint discrimination, or reprisal, and shall have the right to be represented at all stages.

## Section 6 - Personnel Records

1. No complaint or report, adverse or derogatory, to an Employee shall be retained in the Employee's personnel file unless the Employee has had an opportunity to read same and to provide a response to be filed therewith.
2. All such adverse or derogatory material, including unsatisfactory evaluations, shall be removed after eighteen (18) months of original placement, except convictions under Section 75 of the Civil Service Law will be retained for thirty-six (36) months.

3. Except for pre-employment materials, deemed to be confidential, an Employee will be permitted to examine his/her personnel file at reasonable intervals, and to make copies of items therein.
4. Failure to notify an Employee that adverse or derogatory material has been placed in his/her file shall cause same to be immediately removed upon finding.
5. If an Employee has filed a grievance regarding an evaluation and/or written reprimand that has been placed in the Employee's personnel file, the decision and any action resulting therefrom, shall all be removed after eighteen (18) months from original placement. Section 75 material shall be retained for thirty-six (36) months.

Nothing in this clause shall be construed to prohibit the County from releasing any document which is or has been in the Employee's official personnel file which is the subject of a duly authorized subpoena or court order or other legal order directing its production or for the purpose of presenting a relevant defense to any action or proceeding commenced by the Employee against the County, save for a grievance, under this contract.

6. Factually inaccurate statements may be subject to the grievance procedure.
7. A Joint Union/County Committee has been established to determine a method and process of purging Employees' personnel files of adverse or derogatory materials older than eighteen (18) months and Section 75 material older than three (3) years.

#### Section 7 - Takeover of Any County Facility

In the event of a takeover of any County facility, the County shall use its best efforts to insure that affected Employees of that facility are offered substitute employment, primarily through the new employer.

The County will not use the maintenance of standards clause for purposes of contracting out work where the law requires the County to bargain with the union over this issue.

In this regard, the County shall attempt to insure that Employees are offered employment by the new employer in the same or similar capacity.

If such employment offer is made to an Employee and said Employee declines to accept the offer, then the obligation of the County under this provision has been satisfied, and said Employee's rights shall be as determined by applicable provisions of the Civil Service Law.

In the event that Employees are not offered employment in the same or similar capacity, the County shall use its best efforts to obtain employment for such Employees elsewhere in County service for which the Employee is qualified and for which employment is available.



If no such employment is available, consistent with the law, Employees shall be placed on preferential hiring lists.

#### Section 8 - Grievance Procedure

The grievance procedure for Employees of this unit is annexed in Appendix E(1).

#### Section 9 - Layoffs

Consistent with the policy of the County, layoffs, if any, in the Non-Competitive and/or Labor Class, including Lifeguards, shall occur in the inverse order of seniority.

#### Section 10 - Retraining Program Committee

When there is advanced knowledge of job abolishments or pending changes in organization the County and the Union will meet to evaluate retraining for affected Employees, and make recommendations to appropriate County officials.

#### Section 11 - Drug Testing Procedure

The procedures and policies regarding drug testing shall be annexed as Appendix G.

### ARTICLE XIII

#### UNION STATUS AND RIGHTS

##### Section 1 - Representation Rights

###### A. Visitation Rights

The County agrees that subject to reasonable rules, CSEA representatives will be granted access to County facilities during working hours for the purpose of observing whether the terms of the Collective Bargaining Agreement are being maintained. The parties agree that at least one hours advance notice is required. The parties further agree that the Union representatives need only state that the purpose of the visit is to transact appropriate Union business, and will not be required to divulge or disclose further detail.

#### B. Organization Rights

Employees shall have the right to join and participate in the Union free from interference, coercion, restraint, discrimination, or reprisal.

#### C. Representation Rights

Employees shall have the right to be represented by the Union, to negotiate collectively with the County in the determination of their wages, hours, and terms and conditions of employment, and the administration of grievances.

#### D. Posting & Communication Rights

1. The union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in each County building or subdivision offices owned or leased by the County. The County agrees to provide more bulletin boards for the exclusive use of the Union. It will be the responsibility of the Union to inform the County of the additional locations.
2. The Union may use the County inter-office mail service for bulk transmittal of communications to Employees for distribution through Union representatives.
3. No communication posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization, or group.

### Section 2 - Union Time

#### A. Negotiating Unit Representatives

1. Duly authorized representatives of the Union (in a ratio of one (1) per fifty (50) Employees over the negotiating unit as a whole) shall be permitted to transact official Union business directly related to the administration of the Agreement on County property during the work day but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as County Employees.
2. When a Union representative meets by Agreement with a County representative during the work day, such meeting shall be without loss of pay.
3. The Unit President and Unit First Vice-President and two (2) other Unit employees appointed by the Unit President and subject to the County's approval, shall, at all times, be free of assigned duties. Such approval shall not be unreasonably withheld.

#### B. Authorized Representatives

The Union shall certify to the County the names of its authorized representatives and the staff representatives and the areas in which their representation is effective.

### Section 3 - Union Meeting

On the written request of the Union, the County will approve paid absences by Union representatives for attendance at Union meetings, up to a total of one (1) day annually per each one hundred (100) Employees in the unit for all such approved absences combined, but in no event less than seventy-five (75) days annually during the life of the Agreement.

#### ARTICLE XIV

##### EMPLOYER STATUS AND RIGHTS

###### Section 1 - Management Rights

Except as expressly limited by the provisions of the Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the facilities, methods, means, and number of personnel for the conduct of the County programs; to administer the merit system (Standards for a Merit system of Personnel Administration, promulgated by the Federal Government), including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, reassignment or transfer of Employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions, and to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge Employees in accordance with law and the provisions of the Agreement.

###### Section 2 - Productivity and Performance

Delivery of County Services in the most efficient, effective and courteous manner is of paramount importance to the County and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a higher level of effectiveness, the parties hereby agree to create a committee of no less than three (3) Union members and three (3) County members to conduct studies of methods, procedures and techniques under which the above goals may be achieved, as well as means for equitable distribution of any productivity benefits that may be realized. The creation of this committee will act to assist the County as it develops these goals and establishes objectives and standards to meet them. No layoffs will occur as a result of improvement in productivity and performance generated from this committee.

###### Section 3 - Dress Codes

The County shall have the right to establish departmental dress codes. Once established, the Union may negotiate the impact, if any, on Employees, subject to the provisions of the Taylor Law.

###### Section 4 - Smoking Policy

The County shall have the right to ban employee smoking in any building where County Employees work.

###### Section 5 - Civil Service Examination Fees

Effective July 1, 2004, all employees who participate in civil Service promotional examinations shall be charged a fee of fifteen dollars (\$15.00) with a maximum of two (2) promotional examinations for each fifteen dollar (\$15.00) payment on the same test date.

#### ARTICLE XV LIFEGUARDS

The following provisions apply to the hourly titles of Lifeguard, Lifeguard Lieutenant, and Lifeguard Captain:

##### Section 1 - Wages

1. Wages as indicated in Appendix D.
  - A. On days when the facility is closed due to inclement weather, lifeguards will be offered alternate work duties, if available. Any lifeguard who refuses such alternate work duties, may be sent home without pay for the hours not worked.
  - B. Time and one-half pay after working forty (40) hours in any seven (7) day (one) (1) week) work week periods;
  - C. Guaranteed minimum of four (4) hours pay at the applicable hourly rate when called back to work before or after the Employee's normal work day, or on the Employee's scheduled day off;
  - D. Rehire notification procedure of the County shall be continued for the life of the Agreement without change, and will be referenced.
  - E. When a lifeguard is promoted from one title to another, the salary increase formula in Article IV, Section 1H shall be used for determining rates of pay.
2. Posting of all promotional opportunities in Lifeguard titles at pool sites and beaches.
3. All benefits, terms and conditions of employment are applicable to and covering the titles of hourly Lifeguards but not specifically cited in the Article, are asterisked in the "Table of Contents": (page i-iii) of the Agreement;
4. The ability to file and follow the grievance procedure as indicated in Appendix E.

#### ARTICLE XVI

##### CONFORMITY WITH LAW

##### Section 1 - Employee Protection Under The Law

Nothing contained in the Agreement shall be construed to deny any Employee his rights under Section 15 of the New York Civil Rights Law, or under applicable Civil Service Laws and Regulations. Nothing contained herein shall be construed to deny or restrict with respect to any Employee,

any rights the Employee may have under the Civil Service Laws or any other applicable laws and regulations. The rights provided to Employees hereunder shall be deemed in addition to those provided elsewhere.

#### Section 2 - Priority of Agreement

Where the provisions of the Agreement are in conflict with County policy, as stated in County Personnel Rules and manual of personnel policy and procedure, the Agreement shall govern, except as provided by Law.

#### Section 3 - Maintenance of Standards

Rates of pay, hours of work, and conditions of employment in effect prior to the Agreement and not covered by the agreement shall not be reduced without good cause during the term of the Agreement. Good Cause should not apply to matters covered by the New York State Niagra Decision. Good Cause may be determined through the grievance procedure herein, including Step 4.

#### Section 4 - Mandated Provisions of The Law

##### A. Affirmation of No-Strike

Pursuant to law the "Affirmation of No-Strike" is attached hereto as Appendix B.

##### B. Legislative Action

"PURSUANT TO LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

## ARTICLE XVII

### TERMS OF AGREEMENT

#### Section 1 - Duration

The Agreement shall be effective from January 1, 2002 until December 31, 2005 inclusive, and from year to year thereafter unless either party serves termination notice on the other by certified mail, postmarked by July 15, 2005, or any subsequent July 15, as may correspond to a year of subsequent renewal.

#### Section 2 - Renegotiation


No later than July 15, 2005, negotiations will be undertaken for an Agreement covering the period subsequent to December 31, 2005. If such an Agreement is not concluded by September 1, 2005, either party may request the Westchester County Public Employment Relations Board to designate a mediator to assist the parties to reach agreement.

If the parties have not reached an agreement by October 1, 2005, either party may request the Westchester County Public Employment Relations Board to appoint a fact finding board. Said mediation and fact finding will be governed by the provisions of Act Number 84-1967 of the Board of Supervisors of Westchester County as amended.

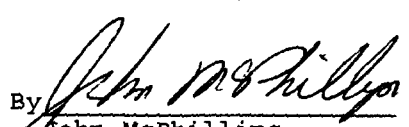
As per sworn authority in Section 3 below and:


IN WITNESS WHEREOF, the parties hereto have executed the Agreement, in quadruplicate, the day and year first above written: The County of Westchester, pursuant to law by Andrew J. Spano, County Executive, whose seal is affixed hereto and CSEA/AFSCME by Donald J. Partrick, Labor Relations Specialist, CSEA.

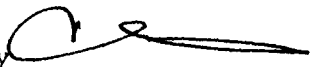
THE COUNTY OF WESTCHESTER

By   
Andrew J. Spano  
County Executive

CSEA/AFSCME

By   
John McPhillips  
President of Civil Service Employees  
Association

By   
Donald J. Partrick  
Labor Relations Specialist  
CSEA

By   
Charlene M. Indelicato  
County Attorney

Section 3 - Principals to the Agreement

A. STATE OF NEW YORK  
COUNTY OF WESTCHESTER

SS.:

On the <sup>6<sup>th</sup></sup> day of February, 2006, before me, personally came ANDREW J. SPANO, to me known, who being by me duly sworn, did depose and say he has offices at 148 Martine Avenue, White Plains, Westchester County, New York, that he is the County Executive of the County of Westchester, the municipal corporation described herein, and which executed the foregoing instrument; that he knows the official seal of the County Executive of the County of Westchester; that the seal affixed to said instrument is said official seal and it was so affixed by the order of the Board of Legislators of the County of Westchester; and that he signed his name thereto pursuant to the provisions of the Westchester County Charter.

*Dawn M. Falco*

DAWN M. FALCO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01FA6125845  
QUALIFIED IN WESTCHESTER COUNTY  
COMMISSION EXPIRES APRIL 25, 2007

B. STATE OF NEW YORK  
COUNTY OF WESTCHESTER

SS.:

On the <sup>30<sup>th</sup></sup> day of January, 2006, before me, personally came Donald J. Partrick, to me known, and known to me to be a Labor Relations Specialist employed by the Civil Service Employees Association, Inc./AFSCME, the union described herein, and who being by me duly sworn, depose and say that his office address is 568 State Route 52, Beacon, New York 12508; that he is a Labor Relations Specialist employed by the Union and is authorized to sign his name to this Agreement as a result of that authorization.

*Naile Hoxhaj*

NAILE HOXHAI  
Notary Public, State of New York  
No. 01HO6131068  
Qualified in Putnam County  
Commission Expires July 25, 2009



**APPENDIX A**  
**(Article I, Section 2)**  
**MANAGERIAL TITLES EXCLUDED FROM CONTRACT**

The attached listing shows those titles that are non-represented managerial titles. This list is effective June 15, 1998. New titles may be added to this listing as needed.

ASSOC COUNTY ATTORNEY	E16
ASSOC DIR DIV (BOL)	E18
ASSOC DIR DIV (COMM HLTH SVC)	E18
ASSOC DIR OF FIS SVS (BOL)	E17
ASSOCIATE BUDGET DIRECTOR	E16
ASST CF DEPUTY COUNTY ATTORNEY	E18
ASST CF INFO OFFICER	E15
ASST CE INFO OFFICER-GIS	E15
ASST DIR COMMUNICATIONS	E13
ASST DIR DIV (LABS)	E16
ASST DIR DIV (CASE MGMT DEV)	E16
ASST DIR DIV (CHILD SUPPORT ENF	E16
ASST DIR DIV (INT SV DLV)	E16
ASST DIR DIV (PRC)	E16
ASST TO CHIEF INFO OFFICER	E15
ASST TO COUNTY EXEC I	E12
ASST TO COUNTY EXEC II	E13
ASST TO COUNTY EXEC IV	E16
ASST TO COUNTY EXEC-HUMAN DEV	E14
BENEFITS MANAGER	E13
BUDGET DIRECTOR	E99
CF ADVISOR TO THE CO EXEC	E99
CF DEPUTY COUNTY ATTORNEY	E19
CF INFO OFFICER	E99
CF OF STAFF-COUNTY EXECUTIVE	E18
CF SC (COMMUNICABLE DISEASES)	E17
CHAIRMAN-TAX COMMISSION	E99
CHRMN-WEST CO TAXI & LIMO COMM	E15
CLK CTY BD LEG & CF OF STAFF	E18
CMR OF COMMUNITY MENTAL HEALTH	E99
CMR OF CORRECTION	E99
CMR OF ELECTIONS	E16
CMR OF EMERGENCY SERVICES	E99
CMR OF ENVIRONMENTAL FACILITIE	E99
CMR OF FINANCE	E99
CMR OF HEALTH	E99
CMR OF HOSPITALS	E99
CMR OF HUMAN RESOURCES	E99
CMR OF PARKS RECREATION & CONS	E99
CMR OF PLANNING	E99

CMR OF PUBLIC WORKS	E99
CMR OF SOCIAL SERVICES	E99
CMR OF SR PROGRAMS & SERVICE	E99
CMR OF TRANSPORTATION	E99
CMR-PROBATION	E99
CMR/SHERIFF	E99
CO ATTORNEY	E99
CO CLERK	E99
CO EXECUTIVE	E99
CO LEG CHAIRMAN BD A&C	E99
CO LEGISLATOR	E22
COOR OF VETERANS AFFAIR	E15
DIR CHILDREN'S MENTAL HLTH SVC	E15
DIR CLINICAL SERVICES	E19
DIR COMMUNICATIONS	E18
DIR CONSUMER PROTECTION	E16
DIR DIV(COM SVC OP)	E19
DIR DIV(HEALTH SERVICES)	E19
DIR ECONOMIC DEVELOPMENT	E18
DIR HOSPITAL ADMINISTRATION	E19
DIR INSTRUCTIONAL DEVELOP-CC	E14
DIR INTERGOVERNMENT REL CE	E16
DIR LABOR RELATIONS	E18
DIR OF INTEL, SECURITY & CT	E16
DIR OF TOURISM	E16
DIR OP(COMM OFF-DSS)	E15
DIR OP(ENVIRONMENTAL PROJ-PRC	E15
DIR OP(PRC-MARKETING)	E15
DIR OP(SR PR & SERV)	E15
DIR PROG DEV II(BD OF LEG)	E14
DIR PROG DEV II(CAP PRJ-PLAYL)	E14
DIR PROG DEV II(CAPITAL ASSET)	E14
DIR PROG DEV II(CHILD SUP ENF)	E14
DIR PROG DEV II(HLTH ED & INFO	E14
DIR PROG DEV II(HRIS)	E14
DIR PROG DEV II(IT MGMT OPS)	E14
DIR PROG DEV II(PROBATION)	E14
DIR PUBLIC AFFAIRS	E16
DIR REAL ESTATE	E99
DIR STUDENT AFFAIRS	E14
DIR YOUTH BUREAU	E16
DIR-ADM SVS(SCD)	E15
DIR-COORD CHILD PROG PLANNING	E15
DIR-EMERGENCY MEDICAL SERVICES	E14
DIR-OFF CRIMINAL JUSTICE SVCS	E16
DIR-OFF EMPLOYMENT&TRAINING	E15
DIR-OFF FOR AGING	E17

DIR-OFF FOR THE DISABLED	E15
DIR-OFF FOR WOMEN	E15
DIR-PLAYLAND	E17
DISTRICT ATTORNEY	E99
DY BUDGET DIRECTOR	E17
DY CF INFORMATION OFFICER	E17
DY CMR (PUBLIC WORKS)	E17
DY CMR OF AMIN SERVICES - SS	E17
DY CMR OF COM MENTAL HLTH	E18
DY CMR OF CORRECTIONS	E18
DY CMR OF ELECTIONS	E14
DY CMR OF EMERGENCY SERVICES	E17
DY CMR OF ENVIRON FAC	E18
DY CMR OF FINANCE	E17
DY CMR OF HEALTH	E17
DY CMR OF HLTH DISEASE CNTR	E18
DY CMR OF HUMAN RESOURCES	E18
DY CMR OF PARKS, REC & CON	E17
DY CMR OF PLAN - HOUSING & COM	E17
DY CMR OF PLANNING	E17
DY CMR OF PROBATION	E18
DY CMR OF PUBLIC SFTY	E18
DY CMR OF PUBLIC WORKS	E16
DY CMR OF SOLID WASTE	E18
DY CMR OF SR PROGRAMS & SVCS	E17
DY CMR OF SS (GENERAL)	E17
DY CMR OF TRANSPORTATION	E17
DY CO CLK (GENERAL)	E14
DY COUNTY ATTORNEY	E17
DY COUNTY EXECUTIVE	E99
DY COUNTY FIRE COORDINATOR	E99
DY DIR - HUMAN RIGHTS CMSN	E17
DY DIR CONS PROT&SEALER-W&M	E15
DY DIR ECONOMIC DEVELOPMENT	E16
DY DIR EEO	E14
DY DIR OF SOLID WASTE LICENSIN	E17
DY DIR OF TOURISM	E12
DY PUBLIC ADMINISTRATOR	E12
EEO COORDINATOR	E16
ENVIRONMENTAL PROJECT DIRECTOR	E15
EXEC DEPUTY COUNTY CLERK	E15
EXEC DIR - HUMAN RIGHTS CMSN	E19
EXEC DIR OF SOLID WASTE LICENS	E19
EXEC DIR TAX COMMISSION	E19
EXEC OFFICER-COMMUNITY COLLEGE	E17
FIRST DY BUDGET DIR	E18
FIRST DY CMR FINANCE	E17

FIRST DY CMR HEALTH	E19
FIRST DY CMR PARKS REC & CON	E18
FIRST DY CMR PUBLIC WORKS	E18
FIRST DY CMR SOCIAL SERVICES	E18
FIRST DY COUNTY ATTORNEY	E18
HUMAN RESOURCE SPECIALIST IV	E13
LABOR RELATIONS SPECIALIST	E13
LEGISLATIVE ASST TO CIO	E15
LGBT COMMUNITY LIASON	E12
MGMT ASST(PUBLIC WORKS)	E12
MGR OF WEB DESIGN	E14
PATHOLOGIST-DY MEDICAL EXAM	E99
PATHOLOGIST-MEDICAL EXAMINER	E99
PAYROLL MANAGER	E13
PRESIDENT-COMMUNITY COLLEGE	E22
PUBLIC ADMINISTRATOR	E16
SND DY CHIEF INFO OFFICER	E16
SND DY COMR ENVIRONMENTAL FAC	E17
SND DY COMR HEALTH	E17
SND DY COMR OF CMH	E17
SND DY COMR OF CORRECTIONS	E17
SPECIAL ASST COUNTY ATTORNEY	E14
SR ASST COUNTY ATTORNEY	E15
SR TRIAL ATTORNEY	E17
TAX COMMISSIONER	E99
VICE PRES & DEAN EOC & CS-CC	E18
WARDEN	E17

**APPENDIX B**  
(Article II, Section I)  
(Article XVI, Section 4)

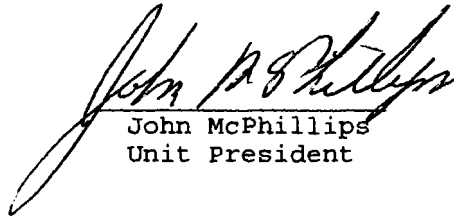
**AFFIRMATION OF NO STRIKE**

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees Fair Employment Act", I, John McPhillips, Unit President, employed by Westchester County, do hereby affirm on behalf of the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Westchester County Local 860, Unit 9200,

It does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike;

This affirmation has been duly authorized by the Board of Directors and my authority to make such affirmation has been formally authorized by said Board;

The above affirmation is given for the purpose of establishing the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860, Unit 9200, as the sole and exclusive bargaining agent for all employees of the County of Westchester as defined in Appendix D.

  
John McPhillips  
Unit President

**APPENDIX C**  
**(Article III, Section 1C)**

**DEPARTMENTAL WORK SCHEDULE**  
**(All employees have a 35 hour workweek)**

**I. Departments adhering to a Monday through Friday work schedule**

1. Board of Acquisition and Contract
2. Board of Elections
3. Board of Legislators
4. Budget Office
5. Community Mental Health
6. Consumer Protection
7. County Clerk
8. Office of the County Executive
  - a. Youth Bureau
  - b. Office for the Disabled
  - c. Press and Public Affairs
  - d. Inter-Governmental Relations
  - e. Office for Economic Development
  - f. Office for Affirmative Action
  - g. Office for Women
  - h. Information Center
9. County Executive-Personnel Office
10. County Executive-Real Estate
11. Department of Finance
12. Department of Health
13. Department of Law
14. Department of Planning
15. Department of Senior Programs and Services
16. Department of Social Services
17. District Attorney
18. Public Administrator
19. Tax Commission
20. Veterans' Service Agency

**II Departments which have varied workweeks and shifts**

<b>Public Works</b>	Administration		
	Engineering	(1)	M-F
	Building Div.	(1)	M-F
	Heating Plant	(3)	M-S
	Security	(3)	M-S
	Road Maintenance	(1)	M-F
	Bridge	(3)	M-S
	F & S Roads and Grounds	(1)	M-F
	Garage & Laundry	(1)	M-F
	F & S Maintenance		
	(Supervisory)	(1)	M-S
	F & S Maintenance		
	(Non-supervisory)	(1)	M-F
	F&S Administration	(1)	M-F
	F&S Chaplains	(1)	M-S
<b>Environmental Facilities</b>	Administration		
	Engineering	(1)	M-F
	Water Agency	(1)	M-F
	New Rochelle	(3)	M-S
	Mamaroneck Valley	(3)	M-S

	Joint Treatment Plant		
	(Yonkers)	(3)	M-S
	No. Yonkers	(3)	M-S
	Saw Mill Valley	(3)	M-S
	So. Yonkers	(3)	M-S
	No. Yonkers Pump		
	Station	(3)	M-S
<b>Data Processing</b>			
	Computer Room	(3)	M-S
	Data Entry	(3)	M-S
<b>Purchase and Supply</b>			
	Office	(1)	M-F
	Warehouse	(1)	M-F
<b>Public Safety Services</b>			
	Services Div.		
	Administration	(1)	M-F
	Civil	(1)	M-F
	Police Div.		
	Communications (Deputy)		
	Sheriff(s)	(3)	M-S
	Communications (Civilian/		
	Non-rotating)	(3)	M-F
<b>West. Community College</b>			
	President's Office	(1)	M-F
	Administrative Services	(1)	M-F
	Student's Services	(1)	M-F
	Library	(1)	M-F
	Instructional Services	(1)	M-F
	E.O.C.	(1)	M-F
	Maintenance	(3)	M-F
	Computer Center	(3)	M-F
<b>Labs &amp; Research</b>			
	Administration	(1)	M-F
	Laboratory	(1)	M-Sat.
<b>*Parks, Recreation &amp; Conservation</b>			
	Administration	(1)	M-F
	Golf course	(1)	M-S
	Performing Arts	(1)	M-F
	Arts & Crafts	(1)	M-F
	Athletics	(1)	M-F
	Real Estate	(1)	M-F
	County Center	(1)	M-S
	Camps	(1)	M-S
	General Maintenance	(1)	M-F
	Bronx River Parkway	(1)	M-F
	Washington's		
	Headquarters	(1)	T-S
	Pound Ridge	(1)	M-F
	Tibbetts Brook Park	(1)	M-F
	Lifeguards (Hourly)	(1)	M-S
	VE Macy Park	(1)	M-F
	Sprain Ridge Park	(1)	M-F
	Kingsland Point Park	(1)	M-F
	George's Park	(1)	M-F
	Willson's Woods	(1)	M-F
	Glen Island Park	(1)	M-Sat
	Croton	(1)	M-S
	Sportsmans Center	(1)	M-Sat
<b>*Playland</b>			
	Administration	(1)	M-F

	Maintenance Oper.	(1)	M-S
Probation	Administration	(1)	M-F
Social Services	Emergency Service	(3)	M-S
	Woodfield	(3)	M-S

\*Parks, Golf Courses and Playland are open from dawn to dusk during season. Work hours are staggered.



**APPENDIX D  
(Schedule A)**

The attached listing shows those titles that are limited to the Collective Bargaining Unit.

ACCT CLK	C06
ACCT CLK-TYPIST	C06
ACCT I	C08
ACCT II	C10
ACCT III	C12
ACCTG CONTROL SPECIALIST	C08
ADM AIDE-COUNTY EXECUTIVE	C10
ADM ASST	C10
ADM ASST WCC	C10
ADM OFFR-ODES	C08
ADMISSIONS CLERK-WCC	C04
ADMISSIONS CLERK-WCC (SP SPKG)	C04
AIRPORT ASSISTANT	C12
APPLICATION SUPPORT ADMIN	C12
APPLICATION SUPPORT SPECIALIST	C10
APPRAISAL TECHNICIAN	C99
ARBORIST	C09
AREA SPVR-ENV HEALTH	C13
ASSESSMENT REC CLERK	C06
ASSOC ARCHITECT	C14
ASSOC ENGINEER (CIVIL)	C14
ASSOC ENGINEER (CONSTRUCTION)	C14
ASSOC ENGINEER (DESIGN COOR)	C14
ASSOC ENGINEER (ELECTRICAL)	C14
ASSOC ENGINEER (MECHANICAL)	C14
ASSOC ENGINEER (PUBLIC HEALTH)	C14
ASSOC ENGINEER (TRAFFIC)	C14
ASSOC INSPECTOR OF WEIGHTS & M	C12
ASSOC PLANNER (ENVIR PLANNING)	C12
ASSOC PLANNER (GEO INFO SYSTEM)	C12
ASSOC PLANNER (HISTORIC PRESERV	C12
ASSOC PLANNER (HYDROLOGY)	C12
ASSOC PLANNER (MENTAL HEALTH)	C12
ASSOC PLANNER (PLANNING)	C12
ASSOC PLANNER (RESEARCH)	C12
ASSOC PLANNER (TRANSPORTATION)	C12
ASSOC PLANNER (URBAN DESIGN)	C12
ASSOC REGISTRAR	C10
ASSOC SANITARIAN	C12
ASSOC SURVEYOR	C14

ASST ARCHITECT	C12
ASST BUDGET ANALYST	C10
ASST BUYER	C08
ASST COMPUTER SRVCS SPVR	C11
ASST CURATOR	C07
ASST DATA ENTRY SUPERVISOR	C06
ASST DEPUTY CO CL (ADMIN)	C10
ASST DEPUTY CO CL (ARCHIVES)	C10
ASST DEPUTY CO CL (LAND REC)	C10
ASST DEPUTY CO CL (LG&LDREC)	C10
ASST DEPUTY CO CL (LICENSING)	C10
ASST DEPUTY CO CL (NAT)	C10
ASST DEPUTY CO CL (REC CTR)	C10
ASST DEPUTY SUPT BUILDINGS	C10
ASST DIR ADM SVC (CE)	C11
ASST DIR ADM SVC (MGMT OP)	C12
ASST DIR FACILITIES & SVC	C13
ASST DIR HRIS	C12
ASST DIR OP-SOLID WASTE	C14
ASST DIR WASTEWATER TREATMENT	C13
ASST DIR-MAINTENANCE	C13
ASST DIR-NBR HLTH CENTER	C11
ASST DIR-PUBLIC HEALTH NURSE	C13
ASST ENGINEER (CIVIL)	C12
ASST ENGINEER (ELECTRICAL)	C12
ASST ENGINEER (MECHANICAL)	C12
ASST ENGINEER (PUBLIC HEALTH)	C12
ASST ENGINEER (TRAFFIC	C12
ASST ENV BACTERIOLOGIST	C10
ASST ENV CHEM (ENV FAC)	C10
ASST ENV CHEM (INORG)	C10
ASST ENV CHEM (ORGAN)	C10
ASST FORENSIC SCIENTIST	C10
ASST GAMES MANAGER	C07
ASST GOLF COURSE MANAGER	C07
ASST GREENSKEEPER	C07
ASST INSPECTOR-WEIGHTS & MEASU	C06
ASST MGR GEOGRAPHIC INFO SYS	C13
ASST MGR-CO CTR OPERATIONS	C12
ASST MGR-CO CTR SALES & MARKET	C12
ASST MICROBIOLOGIST	C10
ASST OPERATING SUPERINTENDENT	C09
ASST PARK SUPERINTENDENT	C08
ASST PATHOLOGIST-ASST MED EXAM	C14
ASST PERSONNEL CLERK	C05
ASST PERSONNEL INVESTIGATOR	C07
ASST PLANNER (ENV PLANNING)	C08

ASST PLANNER (PLANNING)	C08
ASST PLANNER (RESEARCH)	C08
ASST PLANNER (TRANS)	C08
ASST PLANNER (URBAN DESIGN)	C08
ASST RECORDS CLERK-DA	C06
ASST RECORDS MANAGER	C10
ASST REGISTRAR-WCC	C10
ASST RESOURCE CONSULTANT	C11
ASST SECRETARY-BD OF A & C	C08
ASST SECRETARY-CO EXEC	C06
ASST SECRETARY-DA	C08
ASST SPVG AUDIT CLERK	C07
ASST SPVG ELIGIBILITY EXAMINER	C10
ASST SPVG INVST & ENFOR OFFR	C10
ASST SPVR-CLAIMS AUDITING	C08
ASST SPVR-FAIR HEARINGS	C10
ASST STATISTICIAN-HEALTH	C08
ASST SUPT-BLDGS & GROUNDS-C C	C10
ASST SUPT-LAND FILLS	C09
ASST SUPT-MAINTENANCE	C11
ASST SUPT-MAINTENANCE-EF	C11
ASST SUPT-RD MAINTENANCE	C12
ASST TO CHAPLAINS	C03
ASST TO COMR OF CMHS	C12
ASST TO COMR-DSS	C12
ASST TO FOOD SVC MGR (CORRECTIO	C08
ASST TOXICOLOGIST	C10
AUDIO VISUAL TECHNICIAN	C07
AUDIOLOGIST I	C10
AUDIOLOGIST II	C11
AUTO MECHANIC HELPER	C06
AUTO MECHANIC I	C07
AUTO MECHANIC II	C08
AUTO MECHANIC III	C09
AUTOPSY ASSISTANT	C07
AUTOPSY ASSISTANT TRAINEE	C06
BALLISTICS TECHNICIAN	C11
BATHHOUSE ATTENDANT	C01
BATHHOUSE MANAGER-PLAYLAND	C09
BIOSTATISTICIAN	C12
BLDG SERVICE SUPERVISOR	C05
BLDG SERVICE WORKER I	C01
BLDG SERVICE WORKER II	C02
BOOKING MANAGER-PLAYLAND	C11
BOOKING REPRESENTATIVE	C07
BOOKKEEPING MACHINE OPERATOR	C04
BOX OFFICE AGENT	C07

BRIDGE ATTENDANT	C04
BUDGET CLERK	C07
BUDGET SPECIALIST I	C08
BUDGET SPECIALIST II	C10
BUDGET SPECIALIST III	C12
BURSAR	C10
BUS OFF ASST-EOC	C08
BUYER	C10
CAREER INFORMATION SPECIALIST	C07
CARETAKER	C02
CASE MGR I (DEV DIS SERVICES	C07
CASE MGR I (HIV)	C07
CASE MGR I (SUB ABUSE)	C07
CASE MGR I (SUB ABUSE-SP SPKG)	C07
CASE MGR I (TASC)	C07
CASE MGR I (TASC-SP SPKG)	C07
CASE MGR II (DEV DIS SERVICES S	C09
CASE MGR II (DEV DIS SERVICES)	C09
CASE MGR II (DOM VIOL)	C09
CASE MGR II (EAP)	C09
CASE MGR II (HIV)	C09
CASE MGR II (SOCIAL WORK)	C09
CASE MGR II (SUB ABUSE)	C09
CASE MGR II (SUB ABUSE-SP SPKG)	C09
CASE MGR II (TASC)	C09
CASE MGR II (TASC-SP SPKG)	C09
CASE REGISTRY SUPERVISOR	C07
CASHIER	C04
CASHIER-GOLF COURSE	C05
CASHIER-PLAYLAND	C05
CENTER ADMIN-CMHS (SS	C13
CENTER ADMINISTRATOR-CMHS	C13
CE ATTENDANT	C05
CF CASHIER-PLAYLAND	C06
CF FORENSIC SCIENCE SERVICES	C15
CF OF COMMUNICATIONS-CAD/RM	C12
CF PLANNER	C14
CF ROAD MAINTAINER I	C08
CF ROAD MAINTAINER II	C09
CF SANITARIAN	C14
CF TOXICOLOGICAL SERVICES	C15
CF WASTEWATER PUMPING PL OP I	C11
CF WASTEWATER PUMPING PL OP II	C10
CF WASTEWATER TR PL OP	C11
CF WATER TREATMENT PLANT OPER	C11
CHAPLAIN	C11
CHEMIST TRAINEE	C08

CHILD DEVELOPMENT SPECIALIST	C09
CLINICAL PSYCHOLOGIST	C12
CLINICAL PSYCHOLOGIST (SP SPKG)	C12
CLK TO BUD & APPROP COMMITTEE	C08
CLK-BOARD OF ELECTIONS	C07
CLK-COMMITTEE ON LEGISLATION	C08
CLK-COUNTY BOARD	C13
CLK-COUNTY CLERK	C04
CODE ENFORCEMENT OFFICER	C10
COM HEALTH EDUCATION SPECIALIS	C09
COM HEALTH WORKER	C06
COM OUTREACH WORKER	C04
COM SERVICES AIDE	C01
COM SVC REPRESENTATIVE	C09
COM WORK ASSISTANT	C09
COM WORKER	C06
COM WORKER (SP SPKG)	C06
COM WORKER-MENTAL HEALTH	C06
COM WORKER-YOUTH SERVICES	C07
COMM & COMMUNITY EDUC SPEC	C10
COMM OFFICER-O.D.E.S	C11
COMM OPERATOR	C07
COMM OPERATOR TRAINEE	C06
COMP CENTER SPVR-COM COLLEGE	C12
COMP OPERATOR TRNEE (TAPE&DISC)	C04
COMP OPERATOR (TAPE & DISC)	C07
COMP RESOURCE ANALYST	C13
COMP SERVICE SUPERVISOR	C12
COMP TRAINING SPECIALIST	C10
CONF INVESTIGATOR-DSS	C12
CONF REPORTER-DA	C10
CONF SCHEDULING SECY-CE	C12
CONF SECY CHAIR/VICE BOL	C11
CONF SECY CHIEF ADVISOR-CE	C11
CONF SECY COUNTY CLERK	C11
CONF SECY COUNTY EXECUTIVE	C11
CONF SECY DISTRICT ATTORNEY	C11
CONF SECY DY COUNTY EXECUTIVE	C11
CONSERVATION RANGER	C05
CONSLT NUTRITIONIST	C11
CONSLT SUPPORTIVE SVCS TO AGIN	C10
CONSTRUCTION COORD	C12
CONTROL CLERK	C06
COOK	C06
COOR ACAD SKILLS-EOC	C11
COOR ADM AFFAIRS-CE	C12
COOR COMMUNITY EDUCATION-CMH	C12

COOR CORRECTIONAL LIBRARY SVCS	C09
COOR EDUC OPPORTUNITY PROG	C11
COOR LIBRARY SERVICES	C09
COOR OCCUP PLACEMENT & FOLLOW	C12
COOR OF ADMIN-DA	C13
COOR OF LABORATORY SERVICES-PH	C10
COOR OF TECHNICAL MEDIA SVS	C12
COOR PREVENTION SVCS-CMH	C12
COOR REHAB SERVICES	C12
COOR STUDENT AFFAIRS	C12
COOR TECH ASST-OFF DISABLED	C09
COOR TRANSFER INFORMATION	C12
COOR-ADMINISTRATIVE SERVICES	C13
COOR-COMMUNITY SERVICE AIDE PR	C07
COOR-EMER MEDICAL SERVICES	C11
COOR-FISCAL OPERATIONS	C13
COOR-NUTR PROG FOR ELDERLY	C14
COORDINATOR-ODES	C12
COST AND STATISTICAL ANA I	C10
COST AND STATISTICAL ANA II	C12
CURATOR	C09
CUSTOMER SRV REP-AUTO SYS	C10
DATA COMMUNICATIONS ANALYST	C12
DATA COMMUNICATIONS SPEC	C10
DATA COMMUNICATIONS SPEC TRNEE	C08
DATA ENTRY SYSTEMS OPERATOR	C06
DATA PROCESSING CLERK	C03
DENTAL AIDE	C02
DENTAL ASSISTANT	C04
DENTAL HYGIENIST	C08
DENTAL LABORATORY TECHNICIAN	C08
DENTIST-DEPARTMENT OF HEALTH	C15
DEPARTMENTAL AIDE	C01
DIR APPLICATION SUPPORT	C15
DIR COMMUNITY DEVELOPMENT	C14
DIR DESIGN COORDINATION	C15
DIR ENVIRONMENTAL HEALTH SVCS	C15
DIR KNOWLEDGE MGMT AND ARCHIVE	C14
DIR MEDICAL RECORDS	C12
DIR OF SMALL BUSINESS INIT	C15
DIR SYSTEMS DEVELOPMENT&APPL	C15
DIR TECHNICAL SUPPORT SERVICE	C15
DIR VETERANS ASSISTANCE - SS	C11
DIR-CENTRAL SUPPLY	C10
DISTRICT HLTH MANAGER	C13
DISTRICT PARK DIR	C13
DOCKET AND FILE CLERK	C08

DOMESTIC VIOLENCE AIDE	C09
DY DIR OF SMALL BUSINESS INIT	C14
DY DIR WASTEWATER TREAT	C15
DY DO SEALER OF WGHTS & MEAS	C13
DY SHERIFF-SEX CRIME INVSTGR	C09
DY SHERIFF-SPVG SEX CRIME INVS	C11
DY SUPERINTENDENT OF BUILDINGS	C12
EARLY INTERVENTION SPEC TRAINE	C09
EARLY INTERVENTION SPEC (GEN)	C11
EARLY INTERVENTION SPEC (GEN-SS	C11
EARLY INTERVENTION SPEC (PSYCH)	C11
EARLY INTERVENTION SPEC (SP PAT	C11
ECONOMIC DEVELOPMENT SPECIALIS	C12
EDUCATIONAL ASSISTANT	C10
EDUCATIONAL MEDIA PROG SPEC	C11
EDUCATIONAL SPEC (GENERAL)	C12
EDUCATIONAL SPEC (OCCUP THERAPY	C12
EDUCATIONAL SPEC (PHYS THERAPY)	C12
EDUCATIONAL SPEC (PSYCH)	C12
EDUCATIONAL SPEC (SPEECH PATHOL	C12
ELIG CLERK	C06
ELIG EXAMINER	C09
ELIG EXAMINER (ARABIC SPKG)	C09
ELIG EXAMINER (SP SPKG)	C09
ELIGIBILITY CLERK (SP SPKG)	C06
EMP&TRNG PROG ADM (MONITOR)	C11
EMP&TRNG PROG ADM (QUALITY CON)	C11
EMP&TRNG PROG ANALYST I	C09
EMP&TRNG PROG ANALYST II	C10
EMP&TRNG PROG MONITOR I	C07
EMP&TRNG PROG MONITOR II	C08
EMPLOYEE ASST PROG ASST	C06
EMPLOYMENT COORDINATOR	C10
EMPLOYMENT COUNSELLOR	C09
EMPLOYMENT COUNSELLOR-SP SPKG	C09
EMS MUTUAL AID COORDINATOR	C99
ENG INSPECTOR	C09
ENG RECORDS CLERK	C06
ENG TECH (CIVIL)	C06
ENG TECH (ELECTRICAL)	C06
ENG TECH (ENVIRONMENTAL FAC)	C06
ENG TECH (MECHANICAL)	C06
ENG TECH (SOLID WASTE)	C06
ENG TECH (SURVEY)	C06
ENG TECH (TRAFFIC)	C06
ENG TECH (TRANSPORTATION)	C06
ENG TECH (WATER USE)	C06

ENTOMOLOGIST	C14
ENV BACTERIOLOGIST	C11
ENV CHEMIST (INORGANIC)	C11
ENV CHEMIST (ORGANIC)	C11
ENV ENGINEER-WATER QUALITY MGT	C12
ENV HEALTH AIDE	C05
ENV HEALTH TECHNICIAN I	C07
ENV HEALTH TECHNICIAN II	C08
ENV PROJECT COORDINATOR	C10
ESTATE INVESTIGATOR	C10
ESTIMATOR	C12
EVENTS COOR-COUNTY CENTER	C10
EXAMINATIONS ASSISTANT	C06
EXCAVATING MACHINE OPERATOR	C07
EXEC SECY BUDGET DIRECTOR	C10
EXEC SECY CHIEF INFO OFFICER	C10
EXEC SECY CMR CORRECTIONS	C10
EXEC SECY CMR ELECTIONS	C10
EXEC SECY CMR EMERGENCY SVCS	C10
EXEC SECY CMR HEALTH	C10
EXEC SECY CMR HUMAN RESOURCES	C10
EXEC SECY CMR MENTAL HLTH	C10
EXEC SECY CMR PLANNING	C10
EXEC SECY CMR PROBATION	C10
EXEC SECY CMR PUB WORKS	C10
EXEC SECY CMR SOCIAL SVS	C10
EXEC SECY CMR SR PROG & SVCS	C10
EXEC SECY CMR TRANSP	C10
EXEC SECY CMR-ENV FAC	C10
EXEC SECY CMR-FINANCE	C10
EXEC SECY CMR-PRC	C10
EXEC SECY CMR/SHERIFF	C10
EXEC SECY CO ATTORNEY	C10
EXEC SECY FRST DY CMR HOSP	C10
EXEC SECY PATH-MED EXAMINER	C10
EXEC SECY PRESIDENT-WCC	C10
FARM MANAGER	C12
FIELD OPERATIONS SUPERVISOR	C10
FIELD REPRESENTATIVE-MH	C12
FINANCIAL ANALYST I	C10
FINANCIAL ANALYST II	C12
FINANCIAL ANALYST III	C13
FIRE INSPECTOR	C10
FIRE MUTUAL AID COORDINATOR	C99
FIRE TRAINING ASSISTANT	C07
FIRST AIDE NURSE	C07
FOOD PRODUCTION SUPERVISOR	C10



FOOD SERVICE MGR-CORRECTIONS	C13
FOOD SERVICE SUPERVISOR	C06
FORENSIC SCIENCE SPECIALIST	C12
FORENSIC SCIENCE TRAINEE	C08
FORENSIC SCIENTIST	C11
FORESTER	C12
GARAGE ATTENDANT	C03
GARAGE FOREMAN	C10
GENERAL SUPT-SOLID WASTE	C12
GEOGRAPHIC INFO SYS SPEC I	C08
GEOGRAPHIC INFO SYS SPEC II	C10
GEOGRAPHIC INFO SYS SPEC III	C12
GIS MAPPING ASSISTANT	C07
GOLF COURSE MANAGER	C11
GOLF COURSE SUPERINTENDENT	C13
GRAPHIC ILLUSTRATOR	C06
GRAPHICS COORDINATOR	C12
GREENSKEEPER	C10
HEAD AUTOMOTIVE MECHANIC	C14
HEAD COOK	C07
HEAD JANITOR	C06
HEAD MOTOR EQUIPMENT OPERATOR	C06
HEALTH STUDENT INTERN	C99
HEATING PLANT OP I (HP)	C07
HEATING PLANT OP I (LP)	C07
HEATING PLANT OP II (HP)	C08
HEATING PLANT OP II (LP)	C08
HEATING PLANT OP TRAINEE	C06
HEAVY MOTOR EQUIPMENT OPERATOR	C07
HLTH CARE ADM(ED SVC HND CP CH	C14
HLTH CARE ADM(EMS)	C14
HLTH CARE ADM(HLTH INFO)	C14
HLTH CARE ADM(MANAGED CARE SV	C14
HLTH CARE ADM(MENTAL HLTH SVC)	C14
HLTH CARE ADM(PH PLANNING)	C14
HLTH CARE ADM(PH PROGRAM)	C14
HLTH CARE ADM(SVS FOR CHILDREN	C14
HLTH INSURANCE SUPERVISOR	C09
HLTH INVSTG-COMM DIS	C08
HLTH INVSTG-COMM DIS (SP SPKG)	C08
HLTH SERVICES AIDE	C05
HOME HEALTH AIDE	C03
HOUSEKEEPER	C07
HRIS MANAGER	C14
HRIS SPECIALIST	C10
HUMAN RESOURCE AUDIT CLERK	C07
HUMAN RESOURCE SPECIALIST I	C08

HUMAN RESOURCES PLANNER	C12
HUMAN RIGHTS INVESTIGATOR	C09
HUMAN RIGHTS INVESTIGATOR-SS	C09
INFO & EDUCATIONAL SPECIALIST	C11
INFO SYS SECURITY ANALYST	C13
INFO SYS SECURITY SUPERVISOR	C14
INFORMATION CLERK	C03
INSPECTOR-WEIGHTS&MEAS TRNEE	C07
INSPECTOR-WEIGHTS&MEASURES	C09
INSTITUTIONAL CHARGE ATTENDANT	C05
INSTITUTIONAL EDUCATION COORD	C12
INT ATTENDANT-PLAYLAND	C02
INTERMEDIATE AUDIT CLERK	C04
INTERMEDIATE CLERK	C03
INTERMEDIATE FILE CLERK	C03
INTERMEDIATE STENOGRAPHER	C04
INVENTORY CONTROL CLERK	C05
INVENTORY CONTROL SUPERVISOR	C08
JOB DEVELOPMENT ASSISTANT	C06
JOB DEVELOPMENT SPECIALIST	C09
JUNIOR ADMINISTRATIVE ASSIST	C08
JUNIOR ARCHITECT	C09
JUNIOR ATTENDANT-PLAYLAND	C01
JUNIOR BUDGET ANALYST	C08
JUNIOR BUDGET CLERK	C05
JUNIOR BUYER	C07
JUNIOR CASHIER	C03
JUNIOR CLERK	C01
JUNIOR ENGINEER (CIVIL)	C09
JUNIOR ENGINEER (CONSTRN)	C09
JUNIOR ENGINEER (ELECTRICAL)	C09
JUNIOR ENGINEER (MECHANICAL)	C09
JUNIOR ENGINEER (PUB HLTH)	C09
JUNIOR ENGINEER (TRAFFIC)	C09
JUNIOR LABORATORY TECHNICIAN	C05
JUNIOR LANDSCAPE ARCHITECT	C09
JUNIOR OFFICE ASST (CO EXEC)	C04
JUNIOR OFFICE ASST (TYP)	C04
JUNIOR PROGRAMMER	C08
JUNIOR STAFF ASST (CO EXEC)	C06
LAB ASSISTANT	C05
LAB HELPER	C04
LAB STOCK CLERK	C04
LAB TECHNICIAN	C07
LABOR FOREMAN	C06
LABORER	C03
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LAW CLERK	C08
LEAD COMPUTER OP(TAPE&DISC)	C10
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LEAD TECHNICAL ASSISTANT	C09
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MEDICAL EMERGENCY ATTENDENT	C05
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MEDICAL SOCIAL WORK ASSISTANT	C09
MEDICAL TRANSCRIPTIONIST	C06
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MORTGAGE TAX DEPUTY	C10
MOTOR EQUIPMENT OPERATOR	C04

MOTOR EQUIPMENT SVC FOREMAN	C13
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MTCE LABORER (GOLF COURSE)	C04
MTCE LABORER (HVAC)	C04
MTCE LABORER (PRC)	C04
MTCE LABORER (TRANSPORTATION)	C04
MTCE LABORER (UTILITY)	C04
MTCE MECH I (FARMING)	C06
MTCE MECH I (BUILDING ENVIRON)	C06
MTCE MECH I (CARPENTER)	C06
MTCE MECH I (ELECTRICAL)	C06
MTCE MECH I (EQUIPMENT)	C06
MTCE MECH I (FIRE SAFETY)	C06
MTCE MECH I (GROUNDS)	C06
MTCE MECH I (INSTRUMENTATION)	C06
MTCE MECH I (LEAK SURVEILLANCE)	C06
MTCE MECH I (MACHINIST)	C06
MTCE MECH I (MECHANICAL)	C06
MTCE MECH I (PAINTER)	C06
MTCE MECH I (PLASTER & MASON)	C06
MTCE MECH I (PLUMBER)	C06
MTCE MECH I (REPAIR)	C06
MTCE MECH I (ROAD MARKINGS)	C06
MTCE MECH I (SIGNMAKER)	C06
MTCE MECH I (TINSMITH & ROOFER)	C06
MTCE MECH I (TRANSPORTATION)	C06
MTCE MECH I (TREATMENT PLT EQP)	C06
MTCE MECH I (UTILITY)	C06
MTCE MECH I (WELDER)	C06
MTCE MECH II (COUNTY CENTER)	C07
MTCE MECH II (MEDICAL EQUIP)	C07
MTCE MECH II (PAINTER)	C07
MTCE WORKER (BUILDINGS)	C05
MTCE WORKER (CDL-B)	C05
MTCE WORKER (EQUIPMENT)	C05
MTCE WORKER (REPAIR)	C05
MTCE WORKER (TRAFFIC DEVICES)	C05
MTCE WORKER (UTILITY)	C05
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OFF ASST (HUMAN RESOURCES)	C06
OFF ASST (LABS & RESEARCH)	C06
OFF ASST (MICROGRAPHICS)	C06
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OFF ASST (PERSONNEL-SPAN SPKG)	C06
OFF ASST (TYPIST SP SPKG)	C06
OFF ASST (TYPIST)	C06
OFF ASST (WORD PROCESSING)	C06
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PARAMEDIC	C10
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PARK RANGER	C08
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PARKING LOT CUSTODIAN	C03
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PAYROLL CLERK	C06
PAYROLL SECTION SUPERVISOR	C08
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PERSONNEL AUDITOR	C07
PERSONNEL CLERK	C07
PERSONNEL INTERVIEWER	C07
PERSONNEL INVESTIGATOR	C09
PERSONNEL STAFF ASSISTANT	C08
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PLANNER (PLANNING)	C10
PLANNER (REHABILITATION SPEC)	C10
PLANNER (RESEARCH)	C10
PLANNER (TRANSPORTATION)	C10
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POLICE PHOTOGRAPHER	C08
PRACTICAL NURSE	C06
PRESS SECY-COUNTY EXECUTIVE	C11
PRIMARY TEACHER	C07
PRINCIPAL ENG TECH (ARCHITECT)	C11
PRINCIPAL ENG TECH (CIVIL)	C11
PRINCIPAL ENG TECH (CONSTRUCT)	C11
PRINCIPAL ENG TECH (ELECTRICAL)	C11
PRINCIPAL ENG TECH (ENVIRONMNT)	C11
PRINCIPAL ENG TECH (HYDRAULICS)	C11
PRINCIPAL ENG TECH (MECHANICAL)	C11
PRINCIPAL ENG TECH (SURVEY)	C11
PRINCIPAL ENG TECH (TRAFFIC)	C11
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PROBATION OFFICER	C11
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PROG ADM (AQUATICS & CAMPING)	C12
PROG ADM (ARCHIVIST)	C12
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PROG ADM(DOMESTIC VIOL SYSTEMS	C12
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PROG ADM(EQUAL EMPLOY OPP)	C12
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PROG ADM(HSG & COMM DEV)	C12
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PROG ADM(NETWORK SYSTEMS)	C12
PROG ADM(NUTRITION)	C12
PROG ADM(OFF CRIMINAL JUSTICE)	C12
PROG ADM(OFF FOR DISABLED)	C12
PROG ADM(OFFICE FOR WOMEN)	C12
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PROG ADM(PAYMENT PROCESSING)	C12
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PROG ADM(SCHOLARSHIP ADMIN)	C12
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PROG ADM(SPECIAL CHILD HEALTH)	C12
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PROG ADM(SPECIAL TRANSIT SVCS)	C12
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PROG ADM(SUPPORT SVS ELD	C12
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PROG ADM(TASC)	C12
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PROG ADM(TRANS OPERATIONS)	C12
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PROG COOR(AGING)	C13
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PROG COOR(AIRPORT OPS)	C13
PROG COOR(ARCHIVES)	C13
PROG COOR(ASSET MGMT)	C13
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PROG COOR(CHILDRENS MH SERV	C13
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PROG COOR(CONTRACT DEVEL MGMT)	C13
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PROG SPEC(AGING SERVICES)	C10
PROG SPEC(AIDS PROGRAMS)	C10
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PROG SPEC(BENEFITS)	C10
PROG SPEC(BOARD LEGISLATORS)	C10
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PROG SPEC(BUILDING SERVICES)	C10
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PROG SPEC(DATA PROCESSING SVC)	C10
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PROG SPEC(EEO)	C10
PROG SPEC(EMER MGMT PLANNING)	C10
PROG SPEC(EMERGENCY SVCS COMM)	C10
PROG SPEC(EMPLOY & TRAINING)	C10
PROG SPEC(EMPLOYEE ASST PROG)	C10
PROG SPEC(EMSS)	C10
PROG SPEC(ENVIRONMENTAL FAC)	C10
PROG SPEC(EVALUATION & REVIEW)	C10
PROG SPEC(FINANCE & ADMIN)	C10
PROG SPEC(GIS)	C10
PROG SPEC(GRANTS)	C10
PROG SPEC(GRAPHS)	C10
PROG SPEC(HEALTH)	C10
PROG SPEC(HIV)	C10
PROG SPEC(HOUSING & PLANNING)	C10
PROG SPEC(HOUSING)	C10
PROG SPEC(HSS)	C10
PROG SPEC(INFORMATION SYSTEMS)	C10
PROG SPEC(JOB DEVELOPMENT)	C10
PROG SPEC(LAW)	C10

PROG SPEC(MEDIA TECHNICIAN)	C10
PROG SPEC(MENTAL HEALTH)	C10
PROG SPEC(OCJP)	C10
PROG SPEC(ODES)	C10
PROG SPEC(OFFICE FOR WOMEN)	C10
PROG SPEC(OFFICE FOR WOMEN-SP	C10
PROG SPEC(OFFICE SPACE MGMT)	C10
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PROG SPEC(PARKS, REC & CON)	C10
PROG SPEC(PAYROLL AUDIT)	C10
PROG SPEC(PAYROLL SERVICES)	C10
PROG SPEC(PERFORMANCE ANALYSIS	C10
PROG SPEC(PRE RELEASE SERVICE)	C10
PROG SPEC(RADIOLOGICAL HEALTH)	C10
PROG SPEC(REAL ESTATE)	C10
PROG SPEC(REIMBURSEMENT)	C10
PROG SPEC(RESEARCH & DEVELOP)	C10
PROG SPEC(RISK MANAGEMENT)	C10
PROG SPEC(SOCIAL SERVICES)	C10
PROG SPEC(SOFTWARE ARCH)	C10
PROG SPEC(SOLID WASTE)	C10
PROG SPEC(SPECIAL SERVICES)	C10
PROG SPEC(SPECIALIZED TRAN SV)	C10
PROG SPEC(SPORTS FACILITY)	C10
PROG SPEC(SUPPORTIVE SRV ELDR)	C10
PROG SPEC(TELECOMMUNICATIONS)	C10
PROG SPEC(TLC)	C10
PROG SPEC(TRAFFIC SAFETY)	C10
PROG SPEC(TRANSPORTATION)	C10
PROG SPEC(TRSM)	C10
PROG SPEC(VETERANS AFFAIRS)	C10
PROG SPEC(WCC)	C10
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PUBLICITY MANAGER	C09
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RADIOLOGICAL&CHEMICAL ANALYST	C11
RANGE OFFICER	C05
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RECREATION SPECIALIST	C08
RECREATION SUPERVISOR	C11
REGISTRAR E O C	C10
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REGISTRATION CLERK (SP SPKING)	C04
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RESEARCH ASST-COM COLL	C10
RESEARCH ASST-SR PROG & SVCS	C09
RESEARCH SCIENTIST (ENV CHEM)	C10
RESEARCH SCIENTIST (FOR SC)	C10
RETENTION SERVICES SPECIALIST	C10
RETENTION SERVICES SUPERVISOR	C11
REVENUE UNIT SUPVR-SOCIAL SVC	C07
ROAD MAINTENANCE SUPERVISOR	C10
SANITARIAN	C10
SANITARIAN TRAINEE	C08
SECRETARY I	C07
SECRETARY I (MEDICAL)	C07
SECRETARY I (TYPIST)	C07
SECRETARY I (WORD PROC)	C07
SECRETARY II	C08
SECURITY ASSISTANT	C08

SECY DIR OF OCJP	C07
SECY DIR OF REAL ESTATE	C07
SECY TO BOARD OF LEGISLATORS	C09
SECY TO CLK-COUNTY BOARD	C09
SECY TO CMR OF ELECTIONS	C09
SECY TO COUNTY EXECUTIVE	C10
SECY TO PUB EMP REL BD	C99
SENIOR MAINTENANCE MECHANIC I (	C08
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SERVER ENGINEER II	C12
SERVICES SUPERVISOR (COUNTY CL	C09
SERVICES SUPERVISOR (AUTOMTIVE)	C09
SERVICES SUPERVISOR (PRINT PROD	C09
SERVICES SUPERVISOR (PURCHASING	C09
SEWER INSPECTOR	C08
SEWER MAINTENANCE FOREMAN	C08
SKATING SCHOOL COORDINATOR	C08
SOCIAL CASEWORKER	C09
SOCIAL CASEWORKER (SP SPKG)	C09
SOCIAL WORK CONSULTANT (MEDICAL	C11
SOCIAL WORK CONSULTANT (PSYCHIA	C11
SOFTWARE ARCHITECT I	C12
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SOLID WASTE INSPECTOR	C08
SPECIAL ASSIST FOR DISABLED	C11
SPECIAL ASSIST TO CIO	C10
SPECIAL LABORER	C05
SPECIAL PARKWAY PATROLMAN	C04
SPECIFICATION WRITER	C12
SR ADM ASST-BOARD OF LEG	C12
SR ARCHITECT	C13
SR ATTENDANT-PLAYLAND	C04
SR AUDIT CLERK	C06
SR AUTOPSY ASSISTANT	C09
SR BUDGET CLERK	C08
SR BUYER	C11
SR CASHIER	C06
SR CLERK	C05
SR CLERK-BD OF ELECTION	C08
SR CLERK-CO CLERK	C06
SR COMMUNICATION OP	C08
SR COMPUTER OP (TAPE & DISC)	C09
SR CONTROL CLERK	C08
SR CURATOR	C10
SR DENTAL ASSISTANT	C06
SR DOMESTIC VIOLENCE AIDE	C10
SR ENG TECH (ARCHITECTURE)	C08

SR ENG TECH (CIVIL)	C08
SR ENG TECH (CONSTRUCTION)	C08
SR ENG TECH (ELECTRICAL)	C08
SR ENG TECH (ENVIRONMENTAL)	C08
SR ENG TECH (MECHANICAL)	C08
SR ENG TECH (SOLID WASTE)	C08
SR ENG TECH (SURVEY)	C08
SR ENG TECH (TRAFFIC)	C08
SR ENGINEER (CIVIL)	C13
SR ENGINEER (CONSTRUCTION)	C13
SR ENGINEER (DESIGN COORD)	C13
SR ENGINEER (ELECTRICAL)	C13
SR ENGINEER (HYDRAULICS)	C13
SR ENGINEER (MECHANICA)	C13
SR ENGINEER (PUBLIC HEALTH)	C13
SR ENGINEER (SOLID WASTE)	C13
SR ENGINEER (WATER QUAL MGT)	C13
SR ENVIRON BACTERIOLOGIST	C13
SR ENVIRON CHEMIST (INORGANIC)	C13
SR ENVIRON CHEMIST (ORGANIC)	C13
SR ENVIRON CHEMIST (RADIOLOGICA	C13
SR EXAMINATIONS ASSISTANT	C07
SR EXCAVATING MACHINE OPERATOR	C09
SR FILE CLERK	C05
SR FORENSIC SCIENTIST	C13
SR GRAPHIC ILLUSTRATOR	C08
SR HUMAN RESOURCE CLERK	C08
SR INFORMATION SYS CLERK	C04
SR INSP WEIGHTS & MEASURES	C11
SR LAB TECH (I-AUTOMATED SYS)	C07
SR LAB TECH (I-ENV SCIENCE)	C07
SR LAB TECH (I-ENVIRON FACIL)	C07
SR LAB TECH (I-FORENSIC)	C07
SR LAB TECH (I-HEALTH)	C07
SR LAB TECH (I-LABS & RESEARCH)	C07
SR LAB TECH (I-MEDIA/GLASSWARE)	C07
SR LAB TECH (I-MEDICAL TECH)	C07
SR LAB TECH (II-ENV SCIENCE)	C08
SR LAB TECH (II-ENVIRON FACIL)	C08
SR LAB TECH (II-EVIDENCE HANDLI	C08
SR LAB TECH (II-FORENSIC SCI)	C08
SR LAB TECH (II-MEDICAL PHOTOG)	C08
SR LAB TECH (II-MEDICAL TECH)	C08
SR LAB TECH (II-TOXICOLOGY)	C08
SR LAW LIBRARY CLK-CORRECTIONS	C08
SR LIBRARY CLERK	C05
SR MAINT MECH I (AMUSEMENT PRK)	C08

SR MAINT MECH I (AUTOMOTIVE SVS	C08
SR MAINT MECH I (BUILDING ENV)	C08
SR MAINT MECH I (CARPENTER)	C08
SR MAINT MECH I (COUNTY CENTER)	C08
SR MAINT MECH I (DIESEL)	C08
SR MAINT MECH I (EQUIPMENT)	C08
SR MAINT MECH I (GROUNDS	C08
SR MAINT MECH I (ICE RINK)	C08
SR MAINT MECH I (INSTRUMENT)	C08
SR MAINT MECH I (LEAK SURVEY)	C08
SR MAINT MECH I (LOCKSMITH)	C08
SR MAINT MECH I (MACHINIST)	C08
SR MAINT MECH I (MECH TECH-WCC)	C08
SR MAINT MECH I (MECHANICAL)	C08
SR MAINT MECH I (PLASTER&MASON)	C08
SR MAINT MECH I (PLUMBER)	C08
SR MAINT MECH I (PRC MECH	C08
SR MAINT MECH I (REPAIR)	C08
SR MAINT MECH I (SIGN MAKER)	C08
SR MAINT MECH I (SOLID WASTE)	C08
SR MAINT MECH I (STONE MASON)	C08
SR MAINT MECH I (TELECOMMUNIC)	C08
SR MAINT MECH I (TINSMITH&ROOF)	C08
SR MAINT MECH I (TREATMNT PLNT)	C08
SR MAINT MECH II (ELECTRIAN)	C09
SR MAINT MECH II (FARMER)	C09
SR MAINT MECH II (WELDER)	C09
SR MAINT MECH III (BUILD ENV)	C10
SR MAINT MECH III (BUILDINGS)	C10
SR MAINT MECH III (CARPENTER)	C10
SR MAINT MECH III (CO CTR)	C10
SR MAINT MECH III (DIESEL)	C10
SR MAINT MECH III (ELECTRICIAN)	C10
SR MAINT MECH III (FIRE&INSPECT	C10
SR MAINT MECH III (GROUNDS)	C10
SR MAINT MECH III (INSTRUMENT)	C10
SR MAINT MECH III (MACHINIST)	C10
SR MAINT MECH III (MECHANICAL)	C10
SR MAINT MECH III (PAINTER)	C10
SR MAINT MECH III (PEST CONTROL	C10
SR MAINT MECH III (PLAST&MASON)	C10
SR MAINT MECH III (PLUMBER)	C10
SR MAINT MECH III (REPAIR)	C10
SR MAINT MECH III (SHEET METAL)	C10
SR MAINT MECH III (SIGN MAKER)	C10
SR MAINT MECH III (SOLID WASTE)	C10
SR MAINT MECH III (TINSMTH&RF)	C10

SR MAINT MECH III(TPE)	C10
SR MAINT MECH III(WELDER)	C10
SR MEDICAL EXAM-INVESTIGATOR	C11
SR MEDICAL TECH(ANATOM PATH)	C10
SR MEDICAL TECH(MICROBIOLOGY)	C10
SR MESSENGER	C04
SR MICROBIOLOGIST	C13
SR OFFICE ASSISTANT (LAW)	C07
SR OFFICE ASSISTANT(BD OF LEG	C07
SR OFFICE ASSISTANT(CO EXEC)	C07
SR OFFICE ASSISTANT(PLAYLAND)	C07
SR OFFICE ASSISTANT(PRC)	C07
SR PERSONNEL CLERK	C08
SR PLANNING & PROGRAM ANALYST	C12
SR PLANNING&RESEARCH ANALYST	C12
SR PROGRAMMER	C13
SR PSYCHIATRIC SOCIAL WORKER	C11
SR PSYCHIATRIC SOCIALWORKER-SS	C11
SR PSYCHOLOGIST	C13
SR RECORDS CLERK	C06
SR RECREATION LEADER	C08
SR RESOURCE CLERK	C07
SR SANITARIAN	C11
SR SOCIAL CASEWORKER	C10
SR SOCIAL CASEWORKER(SP SPKG)	C10
SR SOLID WASTE INSPECTOR	C10
SR STAFF ASSISTANT-CO EXEC	C09
SR STENOGRAPHER	C06
SR STOCK CLERK	C06
SR SURVEYOR	C13
SR SYS PR(GENERAL)	C14
SR SYS PR(IBM CICS)	C14
SR SYS PR(IBM DATA COMM)	C14
SR SYS PR(IBM DB2 DATA BS)	C14
SR SYS PR(IBM MVS OP SYS	C14
SR SYS PR(MICROPROCESSOR)	C14
SR SYS PR(UNISYS DATACOM)	C14
SR SYS PR(UNISYS DMS DATA	C14
SR SYS PR(UNISYS-1100 OS)	C14
SR SYS PR(UNIX OP SYS)	C14
SR SYSTEMS ANALYST	C13
SR TAPE LIBRARIAN	C07
SR TECHNICAL ASSISTANT-WCC	C07
SR TOXICOLOGIST	C13
SR TRANS INFO ASST	C07
SR TRANS INFO ASST(SPPKG	C07
SR VIROLOGIST	C13



STAFF ASST(ADVOC & COM SVCS)	C08
STAFF ASST(ARCHIVIST)	C08
STAFF ASST(AUDIO VISUAL)	C08
STAFF ASST(BENEFITS)	C08
STAFF ASST(BILINGUAL SERVICES)	C08
STAFF ASST(CARTOGRAPHY)	C08
STAFF ASST(COMMUNITY ED)	C08
STAFF ASST(CONSUMER AFFAIRS)	C08
STAFF ASST(COUNTY CLERK)	C08
STAFF ASST(DISTRICT ATTORNEY)	C08
STAFF ASST(ECONOMIC DEV)	C08
STAFF ASST(EEO)	C08
STAFF ASST(EMERGENCY SERVICES)	C08
STAFF ASST(EMPLOY&TRAINING)	C08
STAFF ASST(GIS)	C08
STAFF ASST(GRANTS)	C08
STAFF ASST(HEALTH)	C08
STAFF ASST(HLTH-SP SPKG)	C08
STAFF ASST(HOUSING)	C08
STAFF ASST(HUMAN RIGHTS COM	C08
STAFF ASST(INFO CENTER)	C08
STAFF ASST(INFO SYSTEMS)	C08
STAFF ASST(JOB DEVELOPMENT)	C08
STAFF ASST(LABOR RELATIONS)	C08
STAFF ASST(LICENSING)	C08
STAFF ASST(MAP COORDINATION)	C08
STAFF ASST(MEDICAL EXAMINER	C08
STAFF ASST(MENTAL HEALTH)	C08
STAFF ASST(OCJS)	C08
STAFF ASST(ODES)	C08
STAFF ASST(OFF FOR DISABLED)	C08
STAFF ASST(PASS SRVS SS)	C08
STAFF ASST(PASSENGER SRVS)	C08
STAFF ASST(PATIENT INFO SV)	C08
STAFF ASST(PERSONNEL RECORD)	C08
STAFF ASST(PLAYLAND)	C08
STAFF ASST(PRC)	C08
STAFF ASST(PURCHASING)	C08
STAFF ASST-REAL ESTATE)	C08
STAFF ASST(RECORDS CENTER-SUP	C08
STAFF ASST(RECORDS MANAGER)	C08
STAFF ASST(REIMBURSEMENT)	C08
STAFF ASST(RENTAL ASSISTANCE	C08
STAFF ASST(RESOURCES)	C08
STAFF ASST(RISK MGMT)	C08
STAFF ASST(SOC SERVICES)	C08
STAFF ASST(SOLID WASTE)	C08

STAFF ASST(SPEC TRANSP SRVS)	C08
STAFF ASST(SRVS CHILD DISABIL	C08
STAFF ASST(SUP SVC ELD-SPAN)	C08
STAFF ASST(SUPPORT SVS-CE)	C08
STAFF ASST(SUPPORT SVS-PL	C08
STAFF ASST(SUPPRT MGT-SPS)	C08
STAFF ASST(SUPPRT SVC-AGING)	C08
STAFF ASST(SUPPRT SVC-TLC)	C08
STAFF ASST(TAXI & LIMO COM)	C08
STAFF ASST(TELECOM-GS)	C08
STAFF ASST(TRAFFIC SAFETY)	C08
STAFF ASST(TRAINING&SAFETY)	C08
STAFF ASST(TRANSPORTATION)	C08
STAFF ASST(WIC)	C08
STAFF ASST-COUNTY EXEC	C08
STAFF DEVELOPMENT SPEC(CHILD M	C11
STAFF DEVELOPMENT SPEC(OUTPLMT	C11
STAFF DEVELOPMENT SPEC(PROF SV	C11
STAFF NUTRITIONIST(HEALTH SRV)	C10
STAFF NUTRITIONIST(NUT PR ELD)	C10
STAFF NUTRITIONIST(WIC)	C10
STAFF SERVICES ADMINISTRATOR	C12
STARTER-GOLF COURSE	C02
STATISTICAL CLERK	C06
STATISTICAL UNIT SUPERVISOR	C08
STOCK CLERK	C04
STOREKEEPER	C07
STUDENT ASSISTANT-COMM COLL	C01
STUDENT LABORER-COMMUNITY COLL	C01
STUDENT SOCIAL WORKER	C99
SUPERINTENDENT OF BUILDINGS	C14
SUPERINTENDENT OF MAINT	C13
SUPERINTENDENT OF MAINT-EF	C12
SUPERINTENDENT OF ROAD MAINT	C14
SUPERINTENDENT-LAND FILLS	C11
SUPERVISING ALCOHOLISM COUNSEL	C10
SUPERVISING ATTENDANT-PLAYLAND	C05
SUPERVISING CASE MGR(DEV DIS S	C11
SUPERVISING CASE MGR(TRT ALT S	C11
SUPERVISING CASHIER	C07
SUPERVISING COMPUTER TRNG SPEC	C12
SUPERVISING ELIGIBILITY EXAMIN	C11
SUPERVISING EMPL&TRNG PROG MON	C09
SUPERVISING FILE CLERK	C06
SUPERVISING INFO SYSTEMS CLK	C06
SUPERVISING INVEST & ENFOR OFF	C13
SUPERVISING OFF MACH REPAIRMAN	C09

SUPERVISING PARAMEDIC	C12
SUPERVISING PLANT OP (HVAC-HP)	C10
SUPERVISING PLANT OP (HVAC-LP)	C10
SUPERVISING PLANT OP (WATER)	C10
SUPERVISING PLANT OP (WSTWTR)	C10
SUPERVISING PROBATION OFFICER	C13
SUPERVISING PUBLIC SAFETY OFFR	C10
SUPERVISING RECORDS CLERK	C08
SUPERVISING RESOURCE CLERK	C10
SUPERVISING STAFF DEV SPEC	C12
SUPERVISING SUPPORT INVESTIGAT	C11
SUPERVISOR OF ACCOUNTS RECVBL	C10
SUPERVISOR OF CASE WORK	C11
SUPERVISOR OF CLAIMS AUDITING	C10
SUPERVISOR OF DETENTION	C13
SUPERVISOR OF FAIR HEARINGS	C12
SUPERVISOR OF MAINT-YONKERS	C12
SUPERVISOR OF MEDICAID	C12
SUPERVISOR OF PC APPLICATIONS	C08
SUPERVISOR OF PLANT OPERAT-WW	C11
SUPERVISOR OF PLANT OPS-YNKRS	C12
SUPERVISOR OF POLL RECORDS	C08
SUPERVISOR OF PSS (BALLIS)	C11
SUPERVISOR OF PSS (CIVIL)	C11
SUPERVISOR OF PSYCH SOC WK	C13
SUPERVISOR OF TELECOMMUNICATIO	C08
SUPERVISOR OF VOLUNTEERS (WCC)	C10
SUPERVISOR OF VOLUNTEERS (CORR)	C10
SUPERVISOR OF VOLUNTEERS (GER)	C10
SUPERVISOR OF VOLUNTEERS-INFO	C07
SUPERVISOR-BUDGET CONTROL	C11
SUPERVISOR-CENTRAL SUPPLY	C08
SUPERVISOR-FISCAL OPERATIONS	C13
SUPPORT ORDER CLERK	C08
SUPPORT SERVICES SUPERVISOR	C10
SWITCHBOARD OPERATOR	C04
SWITCHBOARD SUPERVISOR	C07
SYS PRGMR (GENERAL)	C13
SYS PRGMR (IBM CICS)	C13
SYS PRGMR (IBM DATA COMM)	C13
SYS PRGMR (IBM DB2 DATA BS)	C13
SYS PRGMR (IBM MVS OP SYS	C13
SYS PRGMR (MICROPROCESSOR)	C13
SYS PRGMR (UNISYS DATACOM)	C13
SYS PRGMR (UNISYS DMS DATA	C13
SYS PRGMR (UNISYS-1100 OS)	C13
SYS PRGMR (UNIX OP SYS)	C13

SYSTEMS ANALYST	C12
SYSTEMS ANALYST TRAINEE	C09
TABULATING UNIT SUPERVISOR	C08
TAPE LIBRARIAN	C05
TEACHER AIDE	C03
TEACHER ASSISTANT	C06
TECHNICAL ASSISTANT-COM COLL	C05
TECHNICAL SPEC (DIAG IMM-L&R)	C11
TECHNICAL SPEC (ENTOMOLOGIST)	C11
TECHNICAL SPEC (MICROBIOLOGY)	C11
TECHNICAL SPEC (MUSIC)	C11
TECHNICAL SPEC (PHOTOGRAPHY)	C11
TECHNICAL SPEC (PK OPS-PLAYLAND	C11
TECHNICAL SPEC (PRC FACILITIES)	C11
TICKET SELLER-PLAYLAND	C02
TICKET TAKER-PLAYLAND	C01
TOXICOLOGIST	C11
TOXICOLOGIST SPECIALIST	C12
TOXICOLOGY TRAINEE	C08
TRAINING TECH (AUDIO VISUAL)	C10
TRAINING TECH (AUTO OFF SYS)	C10
TRAINING TECH (CORRECTIONS)	C10
TRAINING TECH (FIRE SERVICES)	C10
TRAINING TECH (OFF EMP&TRNG)	C10
TRAINING TECH (PERSONNEL)	C10
TRAINING TECH (RADIOL EM PREP)	C10
TRAINING TECH (TRAFFIC SAFETY)	C10
TRANSIT ANALYST (OPERATIONS)	C10
TRANSPORTATION ASSISTANT I-OP	C06
TRANSPORTATION ASSISTANT II-OP	C08
TRANSPORTATION FIELD INSP I	C01
TRANSPORTATION FIELD INSP II	C02
TRANSPORTATION INFO ASST	C06
TRANSPORTATION INFO ASST (SP S)	C06
TRANSPORTATION RESEARCH ASST	C07
TREE TRIMMER	C06
TREE TRIMMER FOREMAN	C07
TYPOGRAPHER	C08
UNIT RECORD SUPERVISOR	C07
URBAN DESIGN TECHNICIAN	C08
USHER	C01
UTILIZATION COORDINATOR	C11
VECTOR CONTROL SPECIALIST	C12
VETERINARIAN	C12
VIROLOGIST	C11
VOCATIONAL COUNSELOR	C09
WASTEWTR TREATMNT PLANT OP TRN	C06

WASTEWTR TREATMT PLANT OP	C08
WATCHMAN	C03
WATER DISTRIBUTION SUPERVISOR	C11
WATER DISTRICT SUPERINTENDENT	C12
WATER TREATMENT PLANT OP	C08
WATER TREATMENT PLANT OP TRAIN	C06
WATER TREATMENT PLANT OPIIB	C07
WEIGH SCALE OPERATOR	C05
WEIGH SCALE SUPERVISOR	C06
WITNESS VICTIM AIDE	C05
WORD PROCESSING OPERATOR	C05
WORKSTATION ENG I	C10
WORKSTATION ENG II	C12
YOUTH DETENTION WORKER I	C09
YOUTH DETENTION WORKER II	C10
YOUTH DEVELOPMENT SPECIALIST	C10
YOUTH WORKER-CMHS	C10

APPENDIX D (Schedule B(1))

Lifeguards January 1, 2002

Group	1	2	3	4	5
C01	\$ 9.42	\$10.03	\$10.64	\$11.22	\$11.95
C02	\$10.56	\$11.16	\$11.90	\$12.56	\$13.36
C03	\$10.85	\$11.52	\$12.17	\$12.91	\$13.71

Lifeguards January 1, 2003

Group	1	2	3	4	5
C01	\$ 9.61	\$10.23	\$10.85	\$11.44	\$12.19
C02	\$10.77	\$11.38	\$12.14	\$12.81	\$13.63
C03	\$11.07	\$11.75	\$12.41	\$13.17	\$13.98

Lifeguards January 1, 2004

Group	1	2	3	4	5
C01	\$ 9.80	\$10.43	\$11.07	\$11.67	\$12.43
C02	\$10.99	\$11.61	\$12.38	\$13.07	\$13.90
C03	\$11.29	\$11.99	\$12.66	\$13.43	\$14.26

Lifeguards July 1, 2004

Group	1	2	3	4	5
C01	\$10.00	\$10.64	\$11.29	\$11.90	\$12.68
C02	\$11.21	\$11.84	\$12.63	\$13.33	\$14.18
C03	\$11.52	\$12.23	\$12.91	\$13.70	\$14.55

Lifeguards January 1, 2005

<b>Group</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>C01</b>	\$10.20	\$10.85	\$11.52	\$12.14	\$12.93
<b>C02</b>	\$11.43	\$12.08	\$12.88	\$13.60	\$14.46
<b>C03</b>	\$11.75	\$12.47	\$13.17	\$13.97	\$14.84

Lifeguards July 1, 2005

<b>Group</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>C01</b>	\$10.40	\$11.07	\$11.75	\$12.38	\$13.19
<b>C02</b>	\$11.66	\$12.32	\$13.14	\$13.87	\$14.75
<b>C03</b>	\$11.99	\$12.72	\$13.43	\$14.25	\$15.14

APPENDIX D (Schedule B(2))  
(Article IV, Sections 3,4,5)

2002 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 23,710.00	\$ 24,595.00	\$ 25,535.00	\$ 26,430.00	\$ 27,360.00
C02	\$ 24,595.00	\$ 25,565.00	\$ 26,510.00	\$ 27,490.00	\$ 28,525.00
C03	\$ 25,405.00	\$ 26,430.00	\$ 27,490.00	\$ 28,630.00	\$ 29,870.00
C04	\$ 26,605.00	\$ 27,780.00	\$ 29,080.00	\$ 30,385.00	\$ 31,795.00
C05	\$ 28,190.00	\$ 29,575.00	\$ 31,035.00	\$ 32,555.00	\$ 34,045.00
C06	\$ 30,480.00	\$ 32,145.00	\$ 33,815.00	\$ 35,475.00	\$ 37,130.00
C07	\$ 33,165.00	\$ 35,050.00	\$ 36,990.00	\$ 38,915.00	\$ 40,845.00
C08	\$ 36,045.00	\$ 38,245.00	\$ 40,440.00	\$ 42,715.00	\$ 44,920.00
C09	\$ 39,580.00	\$ 42,045.00	\$ 44,470.00	\$ 46,915.00	\$ 49,345.00
C10	\$ 43,720.00	\$ 46,395.00	\$ 49,050.00	\$ 51,715.00	\$ 54,380.00
C11	\$ 46,745.00	\$ 50,565.00	\$ 54,415.00	\$ 58,215.00	\$ 62,075.00
C12	\$ 51,930.00	\$ 56,250.00	\$ 60,590.00	\$ 64,910.00	\$ 69,215.00
C13	\$ 57,550.00	\$ 62,265.00	\$ 67,030.00	\$ 71,775.00	\$ 76,000.00
C14	\$ 63,690.00	\$ 68,945.00	\$ 74,020.00	\$ 78,525.00	\$ 83,055.00
C15	\$ 70,570.00	\$ 75,865.00	\$ 80,840.00	\$ 85,830.00	\$ 90,800.00



APPENDIX D (Schedule B(3))  
(Article IV, Sections 3,4,5)

2003 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 24,185.00	\$ 25,085.00	\$ 26,045.00	\$ 26,960.00	\$ 27,905.00
C02	\$ 25,085.00	\$ 26,075.00	\$ 27,040.00	\$ 28,040.00	\$ 29,095.00
C03	\$ 25,915.00	\$ 26,960.00	\$ 28,040.00	\$ 29,205.00	\$ 30,465.00
C04	\$ 27,135.00	\$ 28,335.00	\$ 29,660.00	\$ 30,995.00	\$ 32,430.00
C05	\$ 28,755.00	\$ 30,165.00	\$ 31,655.00	\$ 33,205.00	\$ 34,725.00
C06	\$ 31,090.00	\$ 32,790.00	\$ 34,490.00	\$ 36,185.00	\$ 37,875.00
C07	\$ 33,830.00	\$ 35,750.00	\$ 37,730.00	\$ 39,695.00	\$ 41,660.00
C08	\$ 36,765.00	\$ 39,010.00	\$ 41,250.00	\$ 43,570.00	\$ 45,820.00
C09	\$ 40,370.00	\$ 42,885.00	\$ 45,360.00	\$ 47,855.00	\$ 50,330.00
C10	\$ 44,595.00	\$ 47,325.00	\$ 50,030.00	\$ 52,750.00	\$ 55,470.00
C11	\$ 47,680.00	\$ 51,575.00	\$ 55,505.00	\$ 59,380.00	\$ 63,315.00
C12	\$ 52,970.00	\$ 57,375.00	\$ 61,800.00	\$ 66,210.00	\$ 70,600.00
C13	\$ 58,700.00	\$ 63,510.00	\$ 68,370.00	\$ 73,210.00	\$ 77,520.00
C14	\$ 64,965.00	\$ 70,325.00	\$ 75,500.00	\$ 80,095.00	\$ 84,715.00
C15	\$ 71,980.00	\$ 77,380.00	\$ 82,455.00	\$ 87,545.00	\$ 92,615.00

APPENDIX D (Schedule B(4))  
(Article IV, Sections 3,4,5)

January 2004 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 24,670.00	\$ 25,585.00	\$ 26,565.00	\$ 27,500.00	\$ 28,465.00
C02	\$ 25,585.00	\$ 26,595.00	\$ 27,580.00	\$ 28,600.00	\$ 29,675.00
C03	\$ 26,435.00	\$ 27,500.00	\$ 28,600.00	\$ 29,790.00	\$ 31,075.00
C04	\$ 27,680.00	\$ 28,900.00	\$ 30,255.00	\$ 31,615.00	\$ 33,080.00
C05	\$ 29,330.00	\$ 30,770.00	\$ 32,290.00	\$ 33,870.00	\$ 35,420.00
C06	\$ 31,710.00	\$ 33,445.00	\$ 35,180.00	\$ 36,910.00	\$ 38,635.00
C07	\$ 34,505.00	\$ 36,465.00	\$ 38,485.00	\$ 40,490.00	\$ 42,495.00
C08	\$ 37,500.00	\$ 39,790.00	\$ 42,075.00	\$ 44,440.00	\$ 46,735.00
C09	\$ 41,175.00	\$ 43,745.00	\$ 46,265.00	\$ 48,810.00	\$ 51,335.00
C10	\$ 45,485.00	\$ 48,270.00	\$ 51,030.00	\$ 53,805.00	\$ 56,580.00
C11	\$ 48,635.00	\$ 52,605.00	\$ 56,615.00	\$ 60,570.00	\$ 64,580.00
C12	\$ 54,030.00	\$ 58,525.00	\$ 63,035.00	\$ 67,535.00	\$ 72,010.00
C13	\$ 59,875.00	\$ 64,780.00	\$ 69,735.00	\$ 74,675.00	\$ 79,070.00
C14	\$ 66,265.00	\$ 71,730.00	\$ 77,010.00	\$ 81,695.00	\$ 86,410.00
C15	\$ 73,420.00	\$ 78,930.00	\$ 84,105.00	\$ 89,295.00	\$ 94,465.00

APPENDIX D (Schedule B(5))  
(Article IV, Sections 3,4,5)

July 2004 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 25,165.00	\$ 26,095.00	\$ 27,095.00	\$ 28,050.00	\$ 29,035.00
C02	\$ 26,095.00	\$ 27,125.00	\$ 28,130.00	\$ 29,170.00	\$ 30,270.00
C03	\$ 26,965.00	\$ 28,050.00	\$ 29,170.00	\$ 30,385.00	\$ 31,695.00
C04	\$ 28,235.00	\$ 29,480.00	\$ 30,860.00	\$ 32,245.00	\$ 33,740.00
C05	\$ 29,915.00	\$ 31,385.00	\$ 32,935.00	\$ 34,545.00	\$ 36,130.00
C06	\$ 32,345.00	\$ 34,115.00	\$ 35,885.00	\$ 37,650.00	\$ 39,410.00
C07	\$ 35,195.00	\$ 37,195.00	\$ 39,255.00	\$ 41,300.00	\$ 43,345.00
C08	\$ 38,250.00	\$ 40,585.00	\$ 42,915.00	\$ 45,330.00	\$ 47,670.00
C09	\$ 42,000.00	\$ 44,620.00	\$ 47,190.00	\$ 49,785.00	\$ 52,360.00
C10	\$ 46,395.00	\$ 49,235.00	\$ 52,050.00	\$ 54,880.00	\$ 57,710.00
C11	\$ 49,610.00	\$ 53,655.00	\$ 57,745.00	\$ 61,780.00	\$ 65,870.00
C12	\$ 55,110.00	\$ 59,695.00	\$ 64,295.00	\$ 68,885.00	\$ 73,450.00
C13	\$ 61,075.00	\$ 66,075.00	\$ 71,130.00	\$ 76,170.00	\$ 80,650.00
C14	\$ 67,590.00	\$ 73,165.00	\$ 78,550.00	\$ 83,330.00	\$ 88,140.00
C15	\$ 74,890.00	\$ 80,510.00	\$ 85,785.00	\$ 91,080.00	\$ 96,355.00

APPENDIX D (Schedule B(6))  
(Article IV, Sections 3,4,5)

January 2005 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 25,670.00	\$ 26,615.00	\$ 27,635.00	\$ 28,610.00	\$ 29,615.00
C02	\$ 26,615.00	\$ 27,670.00	\$ 28,695.00	\$ 29,755.00	\$ 30,875.00
C03	\$ 27,505.00	\$ 28,610.00	\$ 29,755.00	\$ 30,995.00	\$ 32,330.00
C04	\$ 28,800.00	\$ 30,070.00	\$ 31,475.00	\$ 32,890.00	\$ 34,415.00
C05	\$ 30,515.00	\$ 32,015.00	\$ 33,595.00	\$ 35,235.00	\$ 36,855.00
C06	\$ 32,990.00	\$ 34,795.00	\$ 36,605.00	\$ 38,405.00	\$ 40,200.00
C07	\$ 35,900.00	\$ 37,940.00	\$ 40,040.00	\$ 42,125.00	\$ 44,210.00
C08	\$ 39,015.00	\$ 41,395.00	\$ 43,775.00	\$ 46,235.00	\$ 48,625.00
C09	\$ 42,840.00	\$ 45,510.00	\$ 48,135.00	\$ 50,780.00	\$ 53,405.00
C10	\$ 47,325.00	\$ 50,220.00	\$ 53,090.00	\$ 55,980.00	\$ 58,865.00
C11	\$ 50,600.00	\$ 54,730.00	\$ 58,900.00	\$ 63,015.00	\$ 67,185.00
C12	\$ 56,210.00	\$ 60,890.00	\$ 65,580.00	\$ 70,265.00	\$ 74,920.00
C13	\$ 62,295.00	\$ 67,395.00	\$ 72,555.00	\$ 77,695.00	\$ 82,265.00
C14	\$ 68,940.00	\$ 74,630.00	\$ 80,120.00	\$ 84,995.00	\$ 89,905.00
C15	\$ 76,390.00	\$ 82,120.00	\$ 87,500.00	\$ 92,900.00	\$ 98,280.00

APPENDIX D (Schedule B(7))  
(Article IV, Sections 3,4,5)

July 2005 CSEA Salaries

Group	1	2	3	4	5
C01	\$ 26,185.00	\$ 27,145.00	\$ 28,190.00	\$ 29,180.00	\$ 30,205.00
C02	\$ 27,145.00	\$ 28,225.00	\$ 29,270.00	\$ 30,350.00	\$ 31,495.00
C03	\$ 28,055.00	\$ 29,180.00	\$ 30,350.00	\$ 31,615.00	\$ 32,975.00
C04	\$ 29,375.00	\$ 30,670.00	\$ 32,105.00	\$ 33,550.00	\$ 35,105.00
C05	\$ 31,125.00	\$ 32,655.00	\$ 34,265.00	\$ 35,940.00	\$ 37,590.00
C06	\$ 33,650.00	\$ 35,490.00	\$ 37,335.00	\$ 39,175.00	\$ 41,005.00
C07	\$ 36,620.00	\$ 38,700.00	\$ 40,840.00	\$ 42,970.00	\$ 45,095.00
C08	\$ 39,795.00	\$ 42,225.00	\$ 44,650.00	\$ 47,160.00	\$ 49,600.00
C09	\$ 43,695.00	\$ 46,420.00	\$ 49,100.00	\$ 51,795.00	\$ 54,475.00
C10	\$ 48,270.00	\$ 51,225.00	\$ 54,150.00	\$ 57,100.00	\$ 60,040.00
C11	\$ 51,610.00	\$ 55,825.00	\$ 60,080.00	\$ 64,275.00	\$ 68,530.00
C12	\$ 57,335.00	\$ 62,110.00	\$ 66,890.00	\$ 71,670.00	\$ 76,420.00
C13	\$ 63,540.00	\$ 68,745.00	\$ 74,005.00	\$ 79,250.00	\$ 83,910.00
C14	\$ 70,320.00	\$ 76,125.00	\$ 81,720.00	\$ 86,695.00	\$ 91,705.00
C15	\$ 77,920.00	\$ 83,760.00	\$ 89,250.00	\$ 94,760.00	\$ 100,245.00

APPENDIX E(1)  
(Article XII, Section 9)

THE GRIEVANCE PROCEDURE

Right of Representation

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve Employee health or safety, physical facilities, materials, or equipment furnished to Employees or supervision of Employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law, or as to any matter as to which the County is without authority to act.

B. General

1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final decision of the grievance.

2. The aggrieved Employee may request the Union Representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.

3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant, or sixty (60) days for "Out of Title" job grievances filed in accordance with the Article and Article IV, Section 8 of the Agreement and further provided in appendix E(2).

4. The County and the Union will only considered grievances filed on the mutually established Grievance Forms attached herein.

5. A Union-County or County-Union grievance under the Agreement may be entered in writing in Step 3.

6. The time limits provided in the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved Employee, the Union representative and the representative of the County when extenuating circumstances are found to exist.

7. A grievance may be submitted orally or in writing in Step 1.

8. A grievance submitted orally in Step 1 may be answered orally; a grievance submitted in writing must be answered in writing.

9. A grievance that is not resolved orally in Step 1 must be resubmitted in writing on the mutually established Grievance Form in Step 1.

### C. GRIEVANCE PROCEDURE

#### Step 1

1. The aggrieved Employee submits the grievance to the local supervisor.

2. (a) If the grievance has been presented orally the local supervisor shall respond orally or in writing within five (5) working days of receipt of the grievance.

(b) If the grievance has been presented in writing, the local supervisor shall respond in writing within five (5) working days of receipt of the grievance.

3. If the aggrieved Employee receives no answer from the local supervisor within the five (5) working days mentioned above, the grievance shall be deemed to have received a negative answer.

#### Step 2

1. In the event that the grievance is not adjusted under Step 1, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from the date of the local supervisor's response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Department Head.

2. The Department Head or his/her designee shall hold an informal hearing at which the aggrieved Employee and the Union representative may appear and present oral and written statements of argument.

3. The Department Head shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the Department Head within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

#### Step 3

1. In the event that the grievance is not adjusted under Step 2, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from receipt of the Step 2 answer or negative response, present the grievance to the individual designated by the County.

2. The individual designated by the County shall hold an informal hearing at which the aggrieved Employee and Union representative may appear and present oral and written statements of argument.

3. The individual designated by the County shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the individual designated by the County within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

5. In the event of a County-Union grievance, the grievance shall be presented by the individual designated by the County to the President of the Unit, who will conduct an informal hearing and respond within ten (10) working days of the hearing.

6. If no hearing is held or response given by the President of the Unit, within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

#### Step 4

In the event that the grievance is not adjusted under Step 3 or no hearing is held, it may, at the request of either

the County or Union, be submitted to arbitration. When filing for step 4 (arbitration) the moving party must file with the American Arbitration Association within thirty (30) days of the step 3 decision.

2. A grievance dispute arising under any term of the Agreement involving County policy or discretion may be submitted for arbitration only as to the question of whether or not the County policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

3. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.

4. The County and the Union shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

#### APPENDIX E(2)

##### OUT-OF-TITLE GRIEVANCE PROCEDURES

Any grievance filed under this clause shall be governed by the following procedure:

1. A grievance may be filed within sixty (60) days from the time the alleged offense became knowable to the Employee.

2. Grievances shall be filed in the first instance with the Commissioner of Human Resources.

3. The Commissioner of Human Resources shall respond with an answer to the grievance within thirty (30) calendar days. Failure to respond within thirty (30) days shall be deemed a negative response.

4. If the grievance is not resolved at the Human Resources step, the Union may, within fifteen (15) calendar days, file for expedited arbitration. Such filing will be with the individual designated by the County. Upon filing, the case shall be docketed for the next scheduled arbitration date.

5. Arbitration hearings shall be held on the second Thursday of each month or as scheduled by the parties.

6. The parties shall agree as to who the arbitrator or arbitrators shall be for the duration of this contract.

7. The arbitrator shall insure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony.

8. Awards shall be rendered by the arbitrator within two weeks of the close of the hearing.



## APPENDIX F

### 1. Docking Procedure

When an Employee is late or uses time inappropriately such time shall be deducted from an Employee's available time balances. However, if an Employee is late more than five times in a calendar month, the Employee shall beginning the first day of the subsequent month be docked from pay rather than time for all latenesses or other inappropriate uses of time. To be removed from the docking program the Employee must arrive at work on time for a period of at least forty consecutive scheduled days of work. Authorized time off shall not be included in these forty days. An Employee shall also be removed from the docking program if while in such program for a period of four consecutive months the Employee is not served with disciplinary charges related to their time abuse. An Employee removed from the docking program shall be placed back in the program only if they are late five times in a calendar month as above.

The time lost due to inappropriate latenesses is to be accumulated for each bi-weekly pay period in minutes. The amount of time to be docked when the T&A (Time and Attendance Report) is submitted to the Finance Department will be 1/4 (.25) hour for 15 to 29 minutes lost, 1/2 (.50) hour for 30 to 44 minutes lost and 3/4 (.75) hour for 45 to 59 minutes lost. There will be no docking of pay for any time lost less than 15 minutes in a pay period.

### 2. No-Call/No-Show Procedure

Each division within a County department shall advise their Employees as to the call-in time required of an Employee if such Employee intends to use sick leave. In no event shall the call-in requirement be earlier than two hours prior to the beginning of the shift. Except in emergencies, if an Employee does not call in when requesting sick leave within the division requirement a second time in a three month calendar period, the Employee shall not be paid for that work day. The Employee shall remain within the docking program for all untimely call-ins thereafter until he or she has had six consecutive months of no docking pursuant to this procedure.

## APPENDIX G

### Drug Testing Procedure

1. When an Employee is required to submit to urinalysis as part of the County's drug testing policies, such requirement shall be consistent with the laws and Constitution of the United States and the State of New York and performed in accordance with federal standards performed by a laboratory certified by the Department of Health and Human Services. Alcohol testing will be conducted using Evidential Breath Testing devices certified according to specifications approved and maintained by the U.S. Department of Transportation.

2. Where the Employee is required to submit to such urinalysis test the following conditions shall apply:

a. All procedures from the order to take such test to the testing itself shall be done in a manner to minimize embarrassment of the Employee and to minimize awareness in others that such is being required or performed.

b. The supervisor shall make a good faith effort to allow the Employee an opportunity to consult the union before submitting to such test. However, no such test shall be delayed more than ninety minutes from the time the Employee is ordered to take such test. During the waiting period the Employee must remain at a location designated by the employer. Notification of the union shall be made in the following manner.

c. Subject to the above, the testing shall be done at the location designated by the County.

d. All testing will be conducted according to prescribed federal guidelines including gas chromatography/mass spectrometry to confirm presumptive positives according to federal detection levels. Testing shall be for any and all controlled substances as identified by Title M of Article M of Article 220 of the New York State Penal Law and in Schedules I-V of 21 U.S.C. The employee shall cooperate with all guidelines to insure specimen security and a refusal to test shall be deemed a positive result. Copies of test results shall be sent to the union and the County.

e. All such tests will be fully paid for by the County.

f. The following procedure shall be used to insure proper processing:

(1) The urine specimen shall be taken promptly with as little delay as possible.

(2) Immediately after the specimen is drawn, the split sample container shall, in the presence of the Employee, be labeled and then initialed by the Employee. The Employee has an obligation to initial the container according to the chain of custody protocols identified by a certified collector;

(3) The split specimen container shall be placed in the transportation container and shall be sealed in the Employees presence and the Employee shall be given an opportunity to initial or sign the transportation container.

(4) The container shall be sent to the designated testing laboratory on that day or the soonest regular business day by courier or the fastest other method available.

g. In the event that the Employee tests positive following a

GC/MS confirmatory drug test performed by a certified laboratory, the employee will be interviewed by a certified Medical Review Officer who will validate the drug testing result. The Medical Review Officer will inform the employee of their option to split the initial sample which will be forwarded to another federal certified laboratory and if conclusive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event an Employee refuses to have the testing done by two laboratories, pursuant to subsection 2(d) above, the hearing officer in a subsequent disciplinary hearing may draw a negative inference from such refusal in determining the guilt or innocence of the Employee on charges of substance or alcohol abuse directly connected to the allegations which led to the testing.

All time required by the Employee to take the ordered test shall be considered time worked.

3. a. Within four (4) working days after the test, upon written request of the Employee, the Union shall have the right to resolve any dispute pertaining to the reasonableness of the suspicion the County may have had in implementing these procedures through binding arbitration.

b. The following arbitrators are designated, to be called on a rotating basis:

1. Joel Douglas
2. Bonnie Siber-Weinstock
3. David Brainin

If the arbitrator to be used is not available within twenty days of the date of the date of the grievance filed then the arbitrator as soon as available shall be designated for the hearing. The cost of the arbitrator's fee and expenses shall be shared by the parties. In the event of an arbitration hereunder the results of the drug test(s) shall not be transmitted or communicated to the parties except by order of the arbitrator.

To the extent permissible by law the arbitration procedure hereunder when resorted to by the Employee shall be the Employee's sole and exclusive remedy in the resolution of issues raised by this procedure.

No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.

4. Actual drug testing procedures shall be as mutually agreed upon. If the parties are unable to agree to changes in procedure the matter shall be resolved through arbitration before one of the arbitrators listed herein.

#### APPENDIX H

##### RETIREMENT

The County will continue to participate in, and to make contributions to, the New York State Employee's Retirement System on behalf of eligible Employees. The County will comply with the New York State Retirement Law, including any amendment thereto.

APPENDIX I

WESTCHESTER COUNTY  
CIVIL SERVICE RULES

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WESTCHESTER COUNTY

CIVIL SERVICE RULES

RULES FOR THE CLASSIFIED CIVIL SERVICE FOR THE  
COUNTY OF WESTCHESTER AND THE CIVIL DIVISIONS  
UNDER THE JURISDICTION OF THE COMMISSIONER OF HUMAN  
RESOURCES OF WESTCHESTER COUNTY.

PURPOSE AND EFFECT OF THE RULES

It is hereby declared to be the purpose of these rules to provide an orderly and uniform system for the administration of civil service in the County of Westchester on a basis of merit and fitness as provided in the Civil Service Law of the State of New York and the Westchester County Charter and Administrative Code. These rules have the force and effect of law, and apply to all positions in the classified service of the County of Westchester, as well as the towns, villages, special districts therein, School Districts and the Cities of Rye and Peekskill or other Civil Divisions which are or may hereafter be under the jurisdiction of the Commissioner of Human Resources of Westchester County.

These rules may only be amended in accordance with the Civil Service Law by the Commissioner of Human Resources after public hearing and subject to the approval of the State Civil Service Commission.

These rules shall supersede the "RULES GOVERNING THE ADMINISTRATION OF HUMAN RESOURCES MATTERS FOR THE WESTCHESTER COUNTY SERVICE" and the "CIVIL SERVICE RULES FOR TOWNS AND VILLAGES AND SPECIAL DISTRICTS IN WESTCHESTER COUNTY" as heretofore adopted and amended.

## RULE 1. DEFINITIONS

Unless otherwise expressly stated or unless the context or subject matter requires a different meaning, the several terms hereinafter mentioned, whenever used in these rules, shall be construed as follows:

- 1.1 "Commissioner of Human Resources" means the Commissioner of Human Resources of Westchester County.
- 1.2 "Employee" means the incumbent of a position holding the position in accordance with these rules and the Civil Service Law.
- 1.3 "Position" means an office or employment involving an aggregation of duties to be performed and responsibilities to be exercised by one person.
- 1.4 "Compensation" means the remuneration of a position and shall include food, lodging and maintenance when the same is furnished.
- 1.5 "Compensation Plan" shall mean a specified salary range for each job title with a minimum and maximum.
- 1.6 "Eligible List" means an official record which contains the names of those persons who have successfully completed examinations, listed and ranked in order of their final ratings from the highest to the lowest rank.
- 1.7 "Part-time Employment" means any employment or a combination of one or more employments in a civil division in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division or wherein the employee earns not more than three thousand dollars (\$3,000) annually.
- 1.8 "Transfer" means the change, without further examination, of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority, or to a position in a different title under the jurisdiction of the same appointing authority.
- 1.9 "Reassignment" means the change, without further examination, of a permanent employee from one position to another similar position under the jurisdiction of the same appointing authority.
- 1.10 "Municipality" means county, city, town, village, school district, and shall also include special district, authority or public benefit corporation.

## RULE 1. DEFINITIONS (Continued)

- 1.11 "Class Specification" means a formal written statement of the class which defines the general character and scope of the duties and responsibilities of positions in the class, lists typical or illustrative examples of work of positions in the class, enumerates the knowledge, skills, and abilities required for successful performance of the work and states required minimum experience and training for positions in the class.
- 1.12 "Class" means one or more positions sufficiently similar with respect to duties and responsibilities to be designated by a single descriptive title and treated as a unit for the purpose of recruiting, establishing salary ranges, and administering other Human Resources functions.
- 1.13 "Class Title" means the designation given under these rules to a class and to each position allocated to such class.
- 1.14 "Classification" means the assignment of a position to an appropriate class as determined by the duties, responsibilities and minimum qualification requirements of the position.
- 1.15 "Reclassification" means the assignment of a position from one class to another class because of a permanent and material change in the duties of that position.

## RULE 2. UNCLASSIFIED SERVICE

The Unclassified Service includes those positions specifically defined in Section 35 of the Civil Service Law. Positions in the Unclassified Service other than those in the County Service which are part of the State Rules shall be listed in Appendix D of the Rules, and although listed separately, are considered a part hereto.

## RULE 3. CLASSIFIED SERVICE

The Classified Service shall be divided into four classes to be designated as the exempt class, the non-competitive class, the labor class and the competitive class as follows: (Civil Service Law, Section 40.)

- 3.1 Exempt Class: Positions in the Exempt Class are those for which competitive or non-competitive examinations or other qualification requirements are not practicable. (Civil Service Law, Section 41, Subdivision 1). When a vacancy occurs in any position in the exempt class, the appointing officer must file a statement of the duties of the position with the Commissioner of Human Resources. Such position shall not be filled except on a temporary basis until such time as it has been studied and evaluated to determine whether such position, as then constituted, is properly classified in the exempt class. (Civil Service Law, Section 41, Subdivision

## RULE 3. CLASSIFIED SERVICE (Continued)

2.) Positions in the exempt class other than those in the county service, which are part of the State Rules, shall be listed in Appendix A of the Rules, and although listed separately, are considered a part hereto.



- 3.2 Non-Competitive Class: A position in the non-competitive class may be filled by the appointment of a person who meets the minimum qualifications established for such position. A nomination for such appointment shall be accompanied by an application executed by the appointee and both nomination and application shall be filed by the appointing authority with the Commissioner of Human Resources. Such appointment shall become effective only after approval by the Commissioner of Human Resources. (Civil Service Law, Section 42.) Positions in the noncompetitive class other than those in the county service, which are part of the State Rules, shall be listed in Appendix B of the Rules, and although listed separately, are considered a part hereto.
- 3.3 Labor Class: The labor class shall include unskilled laborers. A position in the labor class may be filled by the appointment of any person selected by the appointing officer of the agency where a vacancy exists, and the Commissioner of Human Resources may require applicants for employment in the labor class to qualify in such tests of their fitness for employment as may be deemed practicable. (Civil Service Law, Section 43.) Positions in the labor class other than those in the county service, which are part of the State Rules, shall be listed in Appendix C of the Rules, and although listed separately, are considered a part hereto.
- 3.4 Competitive Class: The competitive class shall include all positions for which it is practicable to determine the merit and fitness of applicants by competitive examination, and shall include all positions now existing or hereafter created of whatever functions, designations or compensation in each and every branch of the classified service, except such positions as are in the exempt class, the noncompetitive class or the labor class. (Civil Service Law, Section 44.)

#### RULE 4. RESIDENCE REQUIREMENTS FOR EXAMINATION

- 4.1 An applicant must be at the time of examination, and for at least one (1) month prior thereto, a resident of the County of Westchester or the civil division therein in which the appointment is to be made, or a resident of any reasonable combination of civil divisions both in and outside of New York State contiguous to the civil division in which the appointment is to be made, as determined by the Commissioner of Human Resources. Residence requirements may be suspended or reduced by the Commissioner of Human Resources in cases where recruitment difficulty makes such requirements disadvantageous to the public interest.
- 4.2 When preference in certification is given to residents of a municipality pursuant to subdivision 4-a of Section 23 of the Civil Service Law, an eligible must have been, at the time of the examination and for at least one month prior thereto, a resident of such municipality in order to be included in a certification as a resident of such municipality.

#### RULE 5. ANNOUNCEMENTS OF EXAMINATIONS

- 5.1 The public announcement of an examination shall specify the title, salary or salary range, the duties of the position, the minimum qualifications required, the final date for filing applications, the subjects or scope of the examination and the relative weights

thereof, and the date of the examination. Public notice of open competitive examinations shall be made at least twenty-five (25) days before the date of the examination and must be conspicuously posted in a public place for at least fifteen (15) days. The last day for filing applications shall be at least ten (10) days before the date of the examination.

#### RULE 6. APPLICATIONS

- 6.1 Applications of candidates for positions in the competitive class and for positions in the non-competitive class or labor class when required, must be addressed to the Commissioner of Human Resources at the office of the Commissioner of Human Resources.
- 6.2 The Commissioner of Human Resources shall notify each applicant of the disposition of his application. Applicants for competitive examination shall be given notice of their approval at least four (4) days before the examination, by mail to the address stated in the application, or one day's notice by telegram.
- 6.3 Good moral character and habits and a satisfactory reputation shall be requirements for appointment to any position subject to these rules. Any applicant who is found to lack such requirements shall be disqualified for examination, or after examination, for certification and appointment.
- 6.4 A record of disrespect for the requirements and processes of law, including repeated traffic offenses or disregard of summonses for traffic offenses, may be grounds for disqualification for examination or, after examination, for certification and appointment.
- 6.5 The burden of establishing qualifications to the satisfaction of the Commissioner of Human Resources shall be upon the applicant. Any applicant who refuses to permit the Commissioner of Human Resources to investigate matters necessary for the verification of his qualifications or who otherwise hampers, impedes or fails to cooperate with the Commissioner of Human Resources in such investigation shall be disqualified for examination or, after examination for certification and appointment

#### RULE 7. EXAMINATIONS

- 7.1 The Commissioner of Human Resources shall adopt a system to conceal the identity of the candidates' papers in a written examination until such written examination has been rated.
- 7.2 For examinations rated by the Commissioner of Human Resources, applications and examination records and papers of candidates shall be preserved until at least six (6) months after the expiration of the eligible list resulting from such examination, but in no event may records be destroyed except in accordance with the policies of the State Commissioner of Education and the State Civil Service Commission.
- 7.3 Every candidate in an examination shall be notified of his final rating and, if successful, of his relative position on the eligible list established as a result of the examination. Any candidate receiving such notice may inspect his examination papers in the office of the Commissioner of Human Resources and in the presence of a designated representative of the Commissioner of Human Resources, provided he makes request for such inspection in writing within the period of ten (10) days after the date of the post-mark

of such notice. The application and examination papers of a candidate shall be exhibited only to the candidate. The application of an eligible who is being considered for appointment may be shown to the appointing officer.

- 7.4 A candidate who wishes to appeal to the Commissioner of Human Resources from his rating in one, or more, or all the subjects of an examination must submit such appeal in writing within twenty (20) days after the earliest date on which his examination papers were made available for his inspection. Such appeal must show that a manifest error was made in the original rating. Such appeal shall be considered as opening all of the candidate's papers for review, whether resulting in a higher or lower average standing. No change in rating shall be made as a result of an appeal unless it shall affect the candidate's relative position on the eligible list.
- 7.5 For examinations prepared and rated under Section 23 (2) of the Civil Service Law, the State Civil Service Commission shall have sole and exclusive authority to correct any errors in rating upon appeal or otherwise. The review of papers by candidates and the filing of appeals in such examinations shall be governed by the rules and regulations of the State Civil Service Commission and Department.
- 7.6 The Commissioner of Human Resources may, at any time during the life of an eligible list resulting from an examination prepared and rated by the Department of Civil Service, request the correction of any clerical or computational errors in the ratings of candidates who competed in the examination at the direction of the New York State Department of Civil Service or as a result of an error in veteran's credits or seniority computations.
- 7.7 Any change in an eligible list pursuant to this rule shall be made without prejudice to the status of any person previously appointed as a result of such examination.
- 7.8 Rating keys shall be prepared for each examination held. Such keys shall be a permanent part of the record of each examination.
- 7.9 The marking of each competitor's examination shall be made on the scale of 100, which maximum shall represent the best performance possible, expected or attained, and 70 shall represent a performance meeting the minimum needs of the position to be filled. The Commission may, after the announcement of the examination is made, subdivide the written examination into parts and require a passing mark of 70 in each of the parts in order that candidates be considered further for eligibility. Notice of such arrangement shall be given in the instructions on the written examination. Where the written test is prepared and rated by the State Civil Service Commission in accordance with Section 23, subdivision 2 of the Civil Service Law, the provisions of the rules and regulations of the State Civil Service Commission and Department dealing with the rating of examinations shall apply.
- 7.10 After a candidate's rating has been determined, he shall be notified of such rating, unless he has otherwise been disqualified

#### RULE 8. ELIGIBLE LISTS

- 8.1 The date of the establishment of a list shall be the date fixed therefore by the Commissioner of Human Resources and shall be entered on such list. The duration of all eligible lists shall be fixed by the Commissioner of Human Resources, shall not be less than one (1) nor more than four (4) years. Every candidate who attains a passing mark in an examination as a whole and who meets the standards prescribed, if any, for separate subjects or parts of subjects of the examination shall be eligible for appointment to the position for which he was examined and his name shall be entered on the eligible list in the order of his final rating; but if two or more eligibles received the same final rating in the examination they shall be ranked in accordance with such uniform, impartial procedures as may be prescribed therefore by the Commissioner of Human Resources.
- 8.2 Eligible lists shall be open to public inspection at the office of the Commissioner of Human Resources. The names of persons who failed to receive a passing grade on the examination shall not be disclosed to the public.
- 8.3 The Commissioner of Human Resources shall have the power in his discretion to correct any error and amend any eligible list where it is determined that an error has been made. The Commissioner of Human Resources shall have the power to revoke any eligible list where provisions of these rules were not properly or sufficiently carried out; provided, however, that an eligible list shall not be revoked except after notice and an opportunity to be heard has been given to all persons whose names appear thereon. The reasons for such action shall be recorded and reported to the State Civil Service Commission.

#### RULE 9. CERTIFICATION

- 9.1 The Commissioner of Human Resources shall determine the eligible list most nearly appropriate for the position to be filled, and shall certify to the appointing authority a sufficient number of eligibles from which selection for appointment may be made. When the name of any eligible is included in a certification for appointment, the names of all other eligibles on the list having the same final rating as such eligible shall likewise be included in such certification.
- 9.2 A certification issued by the Commissioner of Human Resources to an appointing officer shall be valid for a period up to sixty (60) days from the date of its issuance. After the expiration date determined by the Commissioner of Human Resources, no appointment shall be made except from a new certification.
- 9.3 When an eligible is canvassed for appointment or is offered appointment in writing and fails to state his willingness to accept such appointment within five (5) business days after the mailing of such canvass or offer, or before the end of the next succeeding business day if such canvass or offer is sent by telegram, may be considered ineligible for purposes of making selection for such particular appointment.
- 9.4 The name of the person declining appointment shall be eliminated from further certification from the eligible list unless declination is for one or more of the following reasons: (a) Insufficiency of compensation offered when below minimum of grade of the position for which the examination was held; (b) Location of employment; (c) Temporary inability, physical or otherwise, which must be satisfactorily explained by the eligible in writing. The

Commissioner of Human Resources shall enter upon the eligible list the reasons for his action in such cases.

RULE 9. CERTIFICATION (Continued)

- 9.5 Except as otherwise provided herein, appointment or promotion to a position in the competitive class shall be made by the selection of a person on the most nearly appropriate eligible list who is willing to accept such appointment and whose final rating in the examination is equal to or higher than the rating of the third highest ranking eligible on the list indicating willingness to accept such appointment. The term "ranking" as used herein refers to the order in which the names of eligibles appear on the eligible lists as provided in Rule 8. A permanent appointment from the eligible list will result in the name of the candidate being removed from the list.
- 9.6 Whenever a vacancy exists in a position in the competitive class and an open competitive examination duly advertised results in three or fewer approved applicants for the examination, the appointing officer may nominate to the Commissioner of Human Resources one of the applicants who may be certified for appointment to fill the vacancy without further examination, provided that he has already qualified in an examination of equivalent character within the last four (4) years from the date of nomination.
- 9.7 Whenever one or more eligibles shall have declined any appointment offered and an eligible, whose relative standing is lower and who was reachable on the certification only because of the aforesaid declination, shall have been appointed to the position, the salary or compensation of such appointee shall not be increased, except by a service or a class-wide increase, within a period of six months after his appointment beyond that offered to the persons so declining

RULE 10. PROMOTIONS

- 10.1 Any advancement of an employee from a position in one title to a position in another title having either greater responsibilities or for which a higher maximum rate of pay is prescribed, shall be deemed a promotion, and shall be made only in accordance with the provisions of the Civil Service Law and these rules. All vacancies in the competitive class shall be filled by promotion as far as is practicable.
- 10.2 Promotion examinations shall be open so far as practicable to employees having permanent status in a lower appropriate title or titles, and whose qualifications meet the minimum requirements established for the title to which they seek promotion, but in no case shall any person be eligible for appointment from a promotional list until six (6) months from the date of his permanent appointment in the lower grade position.
- 10.3 Any person who is nominated for non-competitive examination for promotion to a position and who fails to pass two successive examinations for such promotion shall not thereafter be eligible for

- employment in such position, except by appointment or promotion from an eligible list established following competitive examination.
- 10.4 Notwithstanding any other provisions of law, the Commissioner of Human Resources may, for entrance level positions as defined and designated by him, extend to employees in the service of a civil division who are holding a position in the non-competitive class the same opportunity as employees in the competitive class to take promotional examinations for which such non-competitive class service is determined by the Commissioner of Human Resources to be appropriate preparation if such examinations are to be held in conjunction with open competitive examination.
- 10.5 Promotion examinations for non-competitive class employees shall, in addition to the requirements of the Civil Service Law, Section 52 (12), require that applicants shall have been employed in a full-time position at a salary level less than that assigned the position for which promotion examination is to be held.

#### RULE 11. PROBATIONARY APPOINTMENT

##### 11.1 Probationary Term

- a. 1. Except as herein otherwise provided, every permanent appointment from either an open competitive list or promotion list and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term of not less than twelve (12) weeks, nor more than fifty-two (52) weeks.
2. Every permanent appointment from an open competitive Police Officer eligible list shall be for a probationary term of not less than twelve (12) weeks nor more than seventy-eight (78) weeks.
- b. The probationary term for training positions, in which an appointee is required to serve a specified training term, shall be not less than twelve (12) weeks, nor more than fifty-two (52) weeks except for Probation Officer Trainee which shall be not less than twelve (12) weeks, nor more than one hundred four (104) weeks.
- c. An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner of Human Resources.
- d. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of service, and on or before completion of the maximum period of service. A probationer whose services are to be terminated, shall receive written notice at least one week prior to such termination, and copy of such notice shall be sent to the Commissioner of Human Resources.

##### 11.2 Absence During Probationary Term

Any periods of authorized absence aggregating up to ten (10) work days during the probationary term, may, in the discretion of the appointing authority, be counted as time served in the probationary term. Any such periods of absences in excess of an aggregate of ten (10) work days, shall not be counted as time served in the probationary term. The minimum and maximum periods of the probationary term of any employee shall be extended by the number of work days of his absence which, pursuant to this section, are not considered as time served in the probationary term.

#### 11.3 Interdepartmental Promotions

An interdepartmental promotion means a promotion from a position in one department to a position in another department. Every interdepartmental promotion shall be for a probationary term of not less than twelve (12) weeks nor more than fifty-two (52) weeks. An appointment shall become permanent upon completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner of Human Resources. For the purpose of this subdivision, the term "promotion" shall include the appointment of an employee to a higher grade position in the competitive, noncompetitive, exempt or labor class.

#### 11.4 Restoration to Permanent Position

When a permanent employee is promoted to a position in which he/she is required to serve a probationary term, the position thus vacated by him/her shall not be filled, except on a temporary basis, during such probationary term. At any time during such probationary term, the employee shall have the right to return to his/her previous position upon reasonable notice to the appointing officers concerned. If the conduct or performance of the probationer is not satisfactory, he/she shall be restored to his/her former permanent position at the end of his/her probationary term.

#### 11.5 Restoration to Eligible List

A probationer whose employment is terminated or who resigns before the end of his probationary term, may request in writing that his name be restored to the eligible list from which he was appointed, provided such list is still in existence. His name may be restored to such list if the Commissioner of Human Resources in his discretion determines that the probationer shall be given a second opportunity for appointment.

#### 11.6 Temporary or Provisional Service in Higher Level Position

When an employee who has not completed his probationary term is appointed on a temporary or provisional basis to a higher level position in the same department, the period of temporary or provisional service rendered by such employee in such higher level position, may in the discretion of the appointing authority, be considered a satisfactory probationary service in his lower position, and may be

counted as such in determining the satisfactory completion of such probationary term. At any time after the expiration of the minimum period of the probationary term, or the entire probationary term if it be one of fixed duration, the appointing authority shall, on request of such probationer, furnish his decision in writing as to whether or not service in such higher level position shall be considered as satisfactory probationary service. In the event of an adverse decision by the appointing authority, such probationer, at his request, shall be returned to his lower position for sufficient time to permit him to complete his probationary term. The employment of such a probationer in his lower position shall not be terminated at the end of his probationary term on account of unsatisfactory service unless he shall have actually served in such position, in the aggregate, at least the minimum period specified for such probationary term of the entire probationary term if it be one of fixed duration.

#### 11.7 Removal During Probationary Term

Nothing contained in this rule shall be construed to limit or otherwise affect the authority of an appointing officer pursuant to Section seventy-five (75) of the Civil Service Law, at any time during the probationary term, to remove a probationer for incompetency or misconduct.

#### 11.8 Police Officers

Notwithstanding any other provisions of these rules, the appointment or promotion of a police officer shall not become permanent unless and until he has satisfied such requirements as may be applicable to him under Section two hundred nine-q (209q) of the general municipal law. If a police officer is promoted to a higher rank for which he has met all requirements of eligibility for permanent promotion except the training requirements applicable under Section two hundred nine-q (209q) of the general municipal law, he shall be deemed to be on leave of absence from the lower rank position from which he was promoted pending completion of such training. During such period such lower rank position may not be filled except on a temporary basis. In the event of his failure to complete such training successfully within the time allowed therefor, he shall be restored to such lower rank position.

#### 11.9 Intradepartmental Promotion

An intradepartmental promotion means a promotion from one position to another position under the jurisdiction of the same appointing authority. Every intradepartmental promotion shall be for a probationary term of not less than twelve (12) weeks nor more than fifty-two (52) weeks. An appointment shall become permanent upon completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner of Human Resources. For the purpose of this subdivision, the term "promotion" shall include the appointment of an employee to a higher grade position in the competitive, non-competitive, exempt or labor class.



- 11.10 The Commissioner of Human Resources may require that permanent appointment or promotions to designated positions shall be conditioned upon the satisfactory completion of a term of service as a trainee in such a position or in an appropriate, lower training title or the completion of specified training or academic courses, or both. The period of such term of training service shall be prescribed by the Commissioner of Human Resources. Upon the satisfactory completion of such training term, and of specified courses if required, an appointee shall be entitled to full permanent status in the position for which appointment was made. Any appointment hereunder shall be subject to such probationary period as is prescribed in these rules. Also, the employment of such person may be discontinued if his conduct, capacity or fitness is not satisfactory, or at any time if he fails to pursue or continue satisfactorily such training or academic courses as may be required.

RULE 12. PROVISIONAL APPOINTMENTS

- 12.1 Provisional appointments shall be made in accordance with the provisions of Section 65 of the Civil Service Law which provides that whenever there is no appropriate eligible list available for filling a vacancy in the competitive class, the appointing officer may nominate a person to the Commissioner of Human Resources, and if such nominee shall be certified by the Commissioner of Human Resources as qualified, he may be appointed provisionally to fill such vacancy until a selection and appointment can be made after competitive examination. A nominee for provisional appointment shall meet the minimum qualifications as stated in the official job specification for the position in order to be certified as qualified for provisional appointment by the Commissioner of Human Resources.
- 12.2 Termination of provisional appointments. A provisional appointment to any position shall be terminated within two months following the certification of an appropriate eligible list for filling vacancies in such positions; provided, however, that where there are a large number of provisional appointees in any department or agency to be replaced by permanent appointees from a newly established eligible list, and the appointing officer or body deems that the termination of the employment of all such provisional appointees within two months following certification of such list would disrupt or impair essential public services, evidence thereof may be presented to the Commissioner of Human Resources, who may waive the provisions and authorize the termination of the employment of various numbers of such provisional appointees at prescribed intervals; provided, however, that in no case shall the employment of any such provisional appointee be continued longer than four (4) months following the establishment of such eligible list.

RULE 13. SUCCESSIVE PROVISIONAL OR TEMPORARY APPOINTMENT

- 13.1 No provisional or temporary employee who has refused to take an examination held for permanent appointment shall be given another provisional or temporary appointment in the same position. No provisional or temporary employee who has twice failed an examination for permanent appointment, twice failed to appear for an examination for permanent appointment or any combination of the above shall be given another provisional or temporary appointment in the same position, provided, however, that upon written request from the appointing officer which shall include evidence of a lack of interested or available candidates, the Commissioner of Human

Resources at his discretion may allow a third and final provisional or temporary appointment in the same position.

**RULE 14. TEMPORARY APPOINTMENTS**

14.1 Temporary appointments shall be made in accordance with the provisions of Section 64 of the Civil Service Law. A temporary appointment may be made for a period not exceeding three (3) months when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding three (3) months under the following circumstances only:

a. When an employee is on leave of absence from his permanent position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence.

b. A temporary appointment may be made for a period not exceeding six (6) months when it is found by the Commissioner of Human Resources, upon due inquiry, that the position to which such appointment is proposed will not continue in existence for a longer period; provided, however, that where a temporary appointment is made to a position originally expected to exist for no longer than six (6) months and it subsequently develops that such position will remain in existence beyond such six (6) month period, such temporary appointment may be extended, with the approval of the Commissioner of Human Resources, for a further period not to exceed an additional six (6) months. Successive temporary appointments shall not be made to the same position after the expiration of the authorized period of the temporary appointment to such position.

14.2 Temporary appointments from eligible lists. A temporary appointment for a period not exceeding three months may be made without regard to existing eligible lists. A temporary appointment for a period exceeding three months but not exceeding six months may be made by the selection of a person from an appropriate eligible list, if available, without regard to the relative standing of such person on such list. Any further temporary appointment beyond such six month period or any temporary appointment originally made for a period exceeding six months shall be made by the selection of an appointee from among those graded highest on an appropriate eligible list, if available.

**RULE 15. EFFECT OF TEMPORARY OR PROVISIONAL APPOINTMENT ON STATUS OF APPOINTEE**

15.1 Effect of temporary appointment on eligibility for permanent appointment. The acceptance by an eligible of a temporary appointment shall not affect his standing on the eligible list for a permanent appointment nor shall the period of temporary service be counted as part of the probationary service in the event of subsequent permanent appointment.

**15.2 Provisional Appointment of Permanent Employee**

When a permanent employee is given a provisional appointment to another position in the same department or agency, the position thus vacated by him shall not be filled on other than a temporary or a contingent permanent basis pending his reinstatement thereto upon failure of his provisional appointment to mature into permanent appointment.

## RULE 16. TRANSFERS

### 16.1 Transfer of Eligibility for Permanent Appointment

Upon the written request of an individual, and the prospective appointing authority, and subject to the approval of the Commissioner of Human Resources, any individual serving in a competitive class position as a permanent appointee may be permanently appointed to another competitive class position subject to these rules without further competitive examination, provided:

- (a) There is no preferred list appropriate for filling the position to which appointment is sought containing the name of an eligible willing to accept appointment; and
- (b) There is no departmental promotional list for the position to which appointment is sought containing the names of three or more eligibles willing to accept appointment; and
- (c) 1. The Commissioner of Human Resources determines that the examinations' scopes and qualifications for the positions held and to which appointment is sought are identical; or  
2. When the examinations' scopes and qualifications are not identical, the New York State Department of Civil Service has determined that the examination for the position held involved or would involve essential tests and qualifications the same as or greater than those of the position to which appointment is sought; and
- (d) The Commissioner of Human Resources determined that such appointment is for the good of the service.

16.2 Every employee who has been transferred from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority shall serve a mandatory probationary term of not less than twelve (12) weeks nor more than fifty-two (52) weeks. An appointment shall become permanent upon completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner of Human Resources.

## RULE 17. RESIGNATION

- 17.1 Resignation in writing. Except as otherwise provided herein, every resignation shall be in writing.
- 17.2 Effective date. If no effective date is specified in a resignation, it shall take effect upon delivery to or filing in the office of the appointing authority. If an effective date is specified in a resignation, it shall take effect on such specified date. However, if a resignation is submitted while the employee is on leave of absence without pay, such resignation, for the purpose of determining eligibility for

reinstatement, shall be deemed to be effective as of the date of commencement of such absence. Notwithstanding the provisions of this section, when charges of incompetency or misconduct have been or are about to be filed against an employee, the appointing authority may elect to disregard a resignation filed by such employee and to prosecute such charges; and, in the event that such employee is found guilty of such charges and dismissed from the service, termination shall be recorded as a dismissal rather than as a resignation.

- 17.3 Withdrawal or amendment. A resignation may not be withdrawn, cancelled or amended after it is delivered to the appointing authority, without the consent of the appointing authority.
- 17.4 Effective date. For the purpose of this rule, where an employee on leave of absence resigns, such resignation shall be deemed effective as of the date of the commencement of such leave.

#### RULE 18. REINSTATEMENT

- 18.1 A permanent competitive class employee who has resigned may be reinstated without examination to the position from which he/she resigned, if then vacant, or in any vacant position to which the employee was eligible for transfer or reassignment. An employee who is laid off, in the same manner as an employee who had resigned, shall be eligible for reinstatement by another appointing authority.

All reinstatements are subject to the following terms and conditions:

- ☐ The prospective appointing authority must request approval from the Commissioner of Human Resources to reinstate an individual.
- ☐ A reinstatement may not be approved to a position for which a preferred list exists containing the name of an eligible willing to accept appointment.
- ☐ With the exception of an employee who is being reinstated to his/her former position within one year from resignation, a reinstatement may not be approved to a position for which a departmental promotion eligible list exists containing the names of three or more eligibles willing to accept appointment.
- ☐ The Commissioner of Human Resources shall determine if the reinstatement is for the good of the service

Reinstatements following a break in service of more than one year must also satisfy the following additional condition(s)

- ☐ The appointing authority must provide documentation or explanation that demonstrates to the satisfaction of the Commissioner of Human Resources that the individual requested to be reinstated possess current knowledge and skill in the occupational field to which reinstatement is sought.

□ If the position to which reinstatement is sought requires successful completion of medical and/or physical agility tests for original appointment, the individual being reinstated must satisfy these criteria immediately prior to reinstatement.

In computing the one (1) year period any time spent in active service in the military or naval forces of the United States or of the State of New York, and any time served in another position in the civil service of the same municipality, shall not be considered.

- 18.2 Every employee who has been reinstated to the position from which he/she resigned or in any vacant position to which he/she was eligible for transfer or reassignment shall serve a mandatory probationary term of not less than twelve (12) weeks nor more than fifty-two (52) weeks. An appointment shall become permanent upon completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner of Human Resources.

#### RULE 19. PREFERRED LIST

- 19.1 Whenever, for reasons of economy, curtailment of activities, or otherwise, a person holding a permanent appointment to a position in the competitive class is demoted or separated from the service through no inability or fault of his own, the Commissioner of Human Resources shall enter the name of such person, the title of his position, the date of his appointment, and the date and reason for his demotion or separation from the service upon a preferred list. The Commissioner of Human Resources shall certify such list when a vacant position in that or a substantially similar title is to be filled. This preferred list shall contain the names of all eligibles in order of their standing and shall be certified before any other list. The eligibility for reinstatement of a person whose name appears on any such preferred list shall not be continued for a period longer than four (4) years from the date of separation or demotion.

#### 19.2 Refusal or Failure to Accept Appointment from Preferred List

a. Relinquishment of eligibility for appointment. The failure or refusal of a person on a preferred list, after reasonable notice, to accept appointment therefrom to his former position, or any similar position in the same salary grade for which such list is certified, shall be deemed to be a relinquishment of his eligibility and his name shall thereupon be stricken from such preferred list. The name of such person may be restored to such preferred list, and certified to fill such appropriate vacancies as may thereafter occur, only upon the request of such person and his submission of reasons in writing satisfactory to the Commissioner of Human Resources for his previous failure or refusal to accept appointment.

b. Effect of refusal to accept appointment to lower grade position. A person on a preferred list shall not be deemed to relinquish his eligibility for appointment therefrom by reason of his failure or

refusal to accept appointment to a position in a lower salary grade than the position from which he was suspended or demoted. The name of such person may be withheld from further certification for appointment to a position in the same or a lower salary grade as the position to which he failed or refused to accept appointment.

c. Restoration to eligibility for appointment not to affect previous appointments. The restoration of the name of a person to a preferred list, or his restoration to eligibility for certification therefrom to positions in a lower salary grade than his former position, shall not invalidate or in any manner adversely affect any appointment, promotion, reinstatement, or demotion previously made to any position to which such person would otherwise have been eligible for appointment from such preferred list.

#### RULE 20. LEAVE OF ABSENCE WITHOUT PAY

- 20.1 Any officer or employee who is temporarily physically or mentally unable to perform his duties or who desires to engage in a course of study intended to increase his usefulness to the service, or who, for any reason considered good by the appointing officer desires to secure a leave of absence from his regular duties may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave of absence without pay shall be reported to the Commissioner of Human Resources in the form prescribed by him. Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay. Notice of such subsequent leave of absence without pay shall be approved by the Commissioner of Human Resources.
- 20.2 In an exceptional case, the Commissioner of Human Resources may for good cause shown, waive the provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed in the aggregate two (2) years from the date of commencement thereof.
- 20.3 Failure of an employee to return to his position on the date of the expiration of such leave of absence without pay or any authorized extension thereof shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

#### RULE 21. REPORTS OF APPOINTING OFFICERS

- 21.1 For the purpose of certification of payrolls and to enable the Commissioner of Human Resources to keep an official roster of the classified service as required by law, each appointing officer, from time to time, and upon the date of the official action in each case, shall report to the Commissioner of Human Resources all changes in the status of employees including but not limited to:
  - a. Every appointment or employment whether probationary, temporary or otherwise, in the classified service, with the date of commencement of service and the title and compensation of the position.

- b. Every failure to accept an appointment under him by a person eligible therefore, with copies of the offer or notice of appointment and the reply thereto, if any.
- c. Every discharge or termination during or at the end of probationary term with the date thereof.
- d. Every vacancy in a position, for whatever reason with the date thereof.
- e. Every position abolished, with the date of such abolition.
- f. Every change of compensation in a position, with the date thereof.
- g. Every promotion, giving positions from which and to which made, with the salaries and date thereof.
- h. Every transfer, giving the positions from which and to which made, with the salaries and date thereof.
- i. Every reinstatement in a position, with the salary and date thereof.

RULE 21. REPORTS OF APPOINTING OFFICERS (continued)

- j. Every leave of absence, with the date and duration thereof.
- k. Every new position, giving a complete description of the duties thereof.

RULE 22. CERTIFICATION OF PAYROLLS

- 22.1 The Commissioner of Human Resources shall certify payrolls in accordance with Section 100 of the Civil Service Law.

22.2 Extended Certifications

The Commissioner of Human Resources may certify the employment of a person for a limited or extended period. No further certification shall be necessary for the payment of salaries or compensation to such a person as long as his salary and title grade remain unchanged and during such stated period except as to the payments for services in each fiscal year as follows:

<u>Civil Division</u>	<u>Period(s) for Certification</u>
County	Fourth Payroll Period
Towns	1st Full Payroll Period Jan. & July
Villages	1st Full Payroll Period May & Nov.
School Districts	1st Full Payroll Period Apr. & Oct.
Special District	1st Full Payroll Period Mar. & Sept
City of Rye	1st Full Payroll Period Jan. & July
City of Peekskill	1st Full Payroll Period Jan. & July

Nothing herein shall be construed to prevent or preclude the Commissioner of Human Resources from terminating or rescinding a certification at any time and may change the payroll period(s) for certification by giving notice thereof to the appropriate fiscal or disbursing officer.

### 22.3 Temporary Certifications

When the name of any person is first submitted for certification following his appointment, reinstatement, promotion, transfer, or other change in status, and the Commissioner of Human Resources requires further information or time to enable him to make a final determination thereon, the Commissioner of Human Resources may certify such person temporarily pending such final determination. In such event the Commissioner of Human Resources shall immediately request the necessary additional information from the appointing authority, who shall furnish forthwith. If such information is not furnished promptly, or if the Commissioner of Human Resources finds, following receipt of such information, that the employment of such person is not in accordance with the law and rules, the Commissioner of Human Resources

### 22.3 Temporary Certifications (continued)

shall immediately terminate such certification by notice to the appropriate fiscal or disbursing officer.

### 22.4 Refusal or Termination of Certification

Upon satisfactory evidence of intention to evade the provisions of the law and of these rules in assigning any employee to perform duties other than those for which he was examined and certified or under any title not appropriate to the duties to be performed, the Commissioner of Human Resources shall refuse certification or terminate a certification previously made and then in force.

## RULE 23. CLASSIFICATION PLAN

### 23.1 Titles of Positions and Title Specifications

Positions under the jurisdiction of the Commissioner of Human Resources shall be assigned to the appropriate titles by the Commissioner of Human Resources. The Commissioner of Human Resources shall cause to be prepared and maintained in a place easily accessible to the public during business hours, detailed specifications for each title. No person shall be employed or appointed under any title not appropriate to the duties to be performed.

### 23.2 Classification of New Positions

The appointing officer shall file a prescribed form with the Commissioner of Human Resources when a new position is to be created. Such form shall contain a detailed description of the duties and responsibilities of the position to be filled and a statement of suggested minimum entrance qualifications for the position. After an analysis of the position description, the Commissioner of Human Resources shall assign the position to an appropriate class, or if no appropriate class exists, shall create a new class.

### 23.3 Reclassification

Any appointing officer may make application to the Commissioner of Human Resources for the classification or reclassification of any position in his department,



or any employee in the classified service may apply for a reclassification of his position. Such application must set forth reasons in support of the requested reclassification, and must show changes in the duties and responsibilities of the position since the last determination with respect to its classification. The Commissioner of Human Resources shall give reasonable notice of any proposal or application for a change in classification to the appointing officer and to the employee or employees affected thereby. Any incumbent or his supervisor desiring to submit facts orally or in writing in connection with the reclassification of any position shall be afforded reasonable opportunity to do so. After an analysis of the changes in the duties and responsibilities of the position, the Commissioner of Human Resources shall assign the position to an appropriate, or if no appropriate class exists, shall create a new class. No employee, either by classification, reclassification, change of title or otherwise, shall be promoted, demoted, transferred, suspended or reinstated except in accordance with the provisions of the Civil Service Law and these rules.

#### RULE 24. GRADING OF POSITIONS

Unless the legislative body of a municipality under the jurisdiction of the Commissioner of Human Resources shall have adopted a compensation plan, then for the purposes of promotion, demotion, transfer and reinstatement, all positions in the competitive class shall be graded as follows:

- GRADE 1      All positions, the compensation of which is at a rate of not more than \$6,000 per annum.
- GRADE 2.      All positions, the compensation of which is at a rate of more than \$6,000, but not more than \$7,000 per annum.
- GRADE 3.      All positions, the compensation of which is at a rate of more than \$7,000, but not more than \$8,000 per annum.
- GRADE 4.      All positions, the compensation of which is at a rate of more than \$8,000, but not more than \$9,000 per annum.
- GRADE 5.      All positions, the compensation of which is at a rate of more than \$9,000, but not more than \$10,000 per annum.
- GRADE 6.      All positions, the compensation of which is at a rate of more than \$10,000, but not more than \$11,000 per annum.
- GRADE 7.      All positions, the compensation of which is at a rate of more than \$11,000, but not more than \$12,000 per annum.
- GRADE 8.      All positions, the compensation of which is at a rate of more than \$12,000, but not more than \$13,000 per annum.
- GRADE 9.      All positions, the compensation of which is at a rate of more than \$13,000, but not more than \$14,000 per annum.
- GRADE 10.     All positions, the compensation of which is at a rate of more than \$14,000, but not more than \$15,000 per annum.
- GRADE 11     All positions, the compensation of which is at a rate of more than \$15,000, but not more than \$16,000 per annum.

- GRADE 12. All positions, the compensation of which is at a rate of more than \$16,000, but not more than \$17,000 per annum.
- GRADE 13. All positions, the compensation of which is at a rate of more than \$17,000, but not more than \$18,000 per annum.

RULE 24. GRADING OF POSITIONS (Continued)

- GRADE 14. All positions, the compensation of which is at a rate of more than \$18,000, but not more than \$19,000 per annum.
- GRADE 15. All positions, the compensation of which is at a rate of more than \$19,000, but not more than \$20,000 per annum.
- GRADE 16. All positions, the compensation of which is at a rate of more than \$20,000 per annum.

RULE 25. PROHIBITION AGAINST QUESTIONS ELICITING INFORMATION  
CONCERNING POLITICAL AFFILIATION

- 25.1 No question in any examination or application or other proceeding by the Commissioner of Human Resources shall be so framed as to elicit information concerning, nor shall any other attempt be made to ascertain the political opinions or affiliations of any applicant, competitor or eligible, and all disclosures thereof shall be discountenanced by the Commissioner of Human Resources. No discrimination shall be exercised, threatened or promised against, or in favor of, any applicant, competitor or eligible because of his political opinions or affiliation.

RULE 26. REMOVAL AND OTHER DISCIPLINARY PROCEEDINGS

- 26.1 Removal, disciplinary action, appeals from determinations in disciplinary proceedings and compensation of officers and employees reinstated by court order shall conform to the provisions of Sections 75, 76 and 77, of the Civil Service Law.

RULE 27. LAYOFF OR DISPLACEMENT

- 27.1 For the purpose of this Rule the following terms shall mean:
- a. Direct line of promotion shall be strictly construed that in order to be considered as direct line all titles must have the same generic root.
  - b. Next lower occupied title shall mean the title in direct line of promotion immediately below the title from which the incumbent is suspended or demoted, unless no one is serving in that title in that layoff unit, in which case it shall be the closest lower title in direct line of promotion in that layoff unit in which one or more persons do serve.
  - c. Layoff Unit shall mean each department of a County, City, Town, Village, each School District and each Special District. Authorities shall be deemed to be separate civil divisions.
  - d. Satisfactory service shall mean service by an employee during which he did not receive an "Unsatisfactory" performance rating and was not found guilty of misconduct or incompetency pursuant to Section 75 of the Civil Service Law which resulted in

the imposition of any of the following penalties upon such employee:

- (i) dismissal from the service, or
- (ii) suspension without pay for a period exceeding one month, or
- (iii) demotion in grade and title.

e. (i) Permanent Service shall start on that date of the incumbent's original appointment on a permanent basis in the classified service, however, in the case of disabled veterans, the date of original permanent appointment is considered to be sixty (60) months earlier than the actual date; while non-disabled veterans are considered to have been appointed thirty (30) months earlier than their actual date of appointment. For the purpose of this Rule the definition of what constitutes a veteran or disabled veteran is contained in Section 85 of the Civil Service Law.

(ii) A resignation followed by a reinstatement or reappointment more than one year subsequent to the resignation constitutes a break in service. The original appointment date is to be determined from the date of reemployment; the prior service would not count.

(iii) Temporary or provisional service preceding the original permanent appointment does not count. However, temporary or provisional employment immediately preceded and followed by permanent classified service employment does not interrupt continuous service.

(iv) The permanent service of any employee who was transferred from another civil division shall start on the date of his original permanent appointment in the classified service in the other civil division.

(v) If an employee was covered-in to a classified position upon acquisition by a civil division of an agency in which he was employed, his seniority begins on the effective date of the cover-in. As between that employee and others covered-in on the same date, they shall have the seniority held by them as among themselves in the agency before the cover-in.

## 27.2 Suspension

a. When an occupied position in the competitive class is abolished, suspension is to be made from among those employees

holding the same title in the same layoff unit as the abolished position.

b. Among permanent employees, the order of suspension is the inverse of the order of their original permanent appointments in the classified service. See above definition of permanent service for veterans and disabled veterans. An exception to this rule is that the blind have absolute retention rights but only in their job status.

c. A blind person may not back-date his permanent service if he also happens to be either a veteran or disabled veteran.

d. A person is considered blind if he is so certified by the Commission for the Visually Handicapped of the New York State Social Services Department.

e. When two (2) or more permanent incumbents of positions in a specific title are suspended, demoted or displaced at the same time, the order in which they shall be entitled to displace shall be determined by their respective retention standing, with the greater retention standing entitled to displace first.

more originally appointed on a permanent basis  
, , determined by their rank

27.4 Retreat

a. Retreat occurs when and only when there is no lower occupied position in direct line of promotion at any level.

b. An employee may retreat by displacing the incumbent least retention right who is serving in the position which the displacing incumbent occupies prior to the displacement.

d. A person is considered blind if he is so certified by the Commission for the Visually Handicapped of the New York State Social Services Department.

e. When two (2) or more permanent incumbents of positions in a specific title are suspended, demoted or displaced at the same time, the order in which they shall be entitled to displace shall be determined by their respective retention standing, with those having the greater retention standing entitled to displace first.

f. When several employees were originally appointed on a permanent basis on the same day, their retention rights shall be determined by their rank on the eligible list from which they were appointed; that person having the highest rank having greater retention rights over those having lower ranks.

g. Before any permanent employee is suspended from such positions all employees occupying these positions must be let go in the following order: provisionals, temporaries, contingent permanents.

h. Probationary employees occupying such positions in the same title, must also be suspended before any permanent employee in the layoff unit in that title who has completed his probationary period. Probationary employees do, however, have superior retention rights to those of contingent permanent, temporary and provisional employees.

i. The order of suspension among probationary employees shall follow the same principles as that among permanent employees.

#### 27.3 Vertical Bumping

a. Vertical bumping occurs when an employee in a specific title to which there is a direct line of promotion, who is himself suspended or displaced, displaces an employee in the next lower occupied title in direct line of promotion in the same layoff unit having the least seniority if the employee who seeks to displace has greater retention standing.

b. Where the layoff involves more than one position in a title, the order of displacement will be the inverse of the order of suspension. That is, the most senior of the suspended employees will be the first to displace. This shall apply to both vertical bumping and retreat.

c. If an employee refuses to displace a junior incumbent he must be laid off. This, however, does not protect the junior incumbent from being compared in retention standing with other incumbents, if other positions at the higher level are being abolished.

d. When a next lower title has been occupied by means of displacement regardless of when the displacement into the title has occurred, it is considered to be occupied for further displacement purposes; however, a next lower title which has all of its positions abolished at the same time as positions are abolished at the higher level cannot be considered as occupied. A title which is occupied by an incumbent, temporary, provisional, contingent permanent, probationary or permanent is considered occupied for the purposes of this section.

#### 27.4 Retreat

- a. Retreat occurs when and only when there is no lower occupied position in direct line of promotion at any level.
  - b. An employee may retreat by displacing the incumbent with the least retention right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title from which he is currently suspended or displaced. Retreat may only occur where the position in the title formerly held by the displacing incumbent is occupied in the competitive class, in the same layoff unit, and at a lower salary grade; the service of the displacing incumbent while in the former title must have been satisfactory, and the junior incumbent must have less retention standing than the displacing incumbent
  - c. The service of the displacing incumbent in the title to which he is retreating need not have been in the same lay-off unit as the one from which he is displaced.
  - d. An employee may also displace by retreat to a position in a title he last served on a permanent basis although he had intervening service in other titles as long as his service in each of the intervening titles was on other than a permanent basis. He may also displace by retreat to a position which does not count in the computation of his continuous service.
  - e. Where a title change has been effected to better describe the duties of a position but the duties have not substantially changed since the suspended employee last served in that title the new title will for retreat purposes be deemed to the former title.
- 27.5 An employee who refuses to accept an appointment afforded by displacement for whatever reason waives all rights regarding the displacement; however, this employee's name will be entered on an appropriate preferred list.
- 27.6 An appointing authority may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspension, demotion or displacement from employees potentially affected by such suspension, demotion or displacement as to their willingness to accept reassignment or displacement.

#### RULE 28. INVESTIGATIONS

- a. The Westchester County Department of Human Resources may conduct investigations concerning the qualifications of candidates, eligibles and appointees for County positions or public authorities under the jurisdiction of the Commissioner of Human Resources. The scope of these investigations may include training, experience and character qualifications or any area pertinent to the suitability of the candidate, eligible or appointee for employment. The investigation of candidates, eligibles or appointees shall be as complete as is necessary to make an informed evaluation and determination. This may include the taking of fingerprints and physical descriptive data of such candidate, eligible or appointee.
- b. Each case involving a criminal conviction shall be considered on its own merits. A candidate, eligible or appointee shall not

automatically be disqualified or barred from appointment solely on the basis of a criminal conviction unless mandated by statute.

c. In review of the criminal convictions full consideration shall be given to the following:

1. Nature and seriousness of offense;
2. Circumstances under which the offense was committed;
3. Lapse of time since the offense was committed;
4. Individual's age at the time of the offense;
5. Social conditions which may have fostered the offense;
6. Relationship of the nature of the offense to the position sought;
7. Number of criminal convictions;
8. Honesty of the candidate in admitting the conviction record; and
9. Evidence of rehabilitation as demonstrated by the individual's good conduct while in correctional custody and/or the community; counseling or psychiatric treatment received; acquisition of additional academic or vocational schooling; successful participation in correctional work-release programs and the recommendations of persons who have or have had the applicant under their supervision.

#### RULE 29. CONTINGENT PERMANENT APPOINTMENTS

a. A position left temporarily vacant by the leave of absence of the permanent incumbent may be filled, at the discretion of the appointing authority, by a contingent permanent appointment through the use of an open-competitive or promotion eligible list. Any person appointed on a contingent permanent basis shall have all the rights and benefits of a permanent competitive class employee subject to the following limitations:

1. Probationary Period: All appointments under this rule shall be required to complete the probationary period for original appointment or promotion as prescribed in these rules.
2. Return of Incumbents: In the event of layoff or the permanent incumbent returns from leave of absence, persons holding positions on a contingent permanent basis shall be displaced before any persons holding permanent status in the same title regardless of total seniority. In the event more than one position in the same title is held by persons having contingent permanent appointments, displacement among those persons shall be based on their respective retention standing as detailed in Rule 27.
3. Preferred List: Upon displacement, if the contingent permanent appointee was made from a promotion eligible list, he/she shall be restored to his/her permanent position and have their name placed on a preferred eligible list for certification as a mandatory list only to the department or agency in which the contingent permanent appointment was made. If the contingent permanent appointee was appointed from an open-competitive eligible list and does not have a permanent position to return to, he/she shall have their name placed on a preferred eligible list for certification as a mandatory list in the civil division in which the contingent permanent appointment was made.



4. Seniority: When a contingent permanent appointment matures into a permanent appointment, the date of permanent service shall be the date of the original contingent permanent appointment.

5. Promotion: When a permanent competitive class employee accepts a contingent permanent appointment, the position vacated by such employee shall not be filled except on a temporary or contingent permanent basis until the contingent permanent appointment matures into a permanent appointment.

6. Leave Without Pay: Any individual receiving an appointment under this rule may receive the same leave without pay entitlements associated with permanent competitive class status except any such leave and appointment under this rule may be terminated upon the return of the permanent incumbent as described in (2) above.

b. All appointments under this rule shall be canvassed as "permanent-contingent permanent". A copy of this rule must be included with the canvass letter.

RULE 29. CONTINGENT PERMANENT APPOINTMENTS (Continued)

c. Appointments to contingent permanent positions shall be made by selection of one of the top three candidates on an appropriate eligible list willing to accept a contingent permanent appointment; there will be no re-canvassing of the eligible list in the event the contingent permanent position becomes unencumbered. Acceptance of a contingent permanent appointment will remove the person's name from the eligible list for any future contingent permanent or permanent vacancies within the department or agency in which the contingent permanent appointment was made.

d. If a permanent vacancy becomes available in the same title in the department or agency in which a contingent permanent appointment has been made, contingent permanent appointees shall be offered reassignment, prior to canvassing for a permanent appointment from an appropriate eligible list or prior to appointing a temporary or provisional to the positions.

e. When a position filled by a contingent permanent appointee becomes unencumbered, the contingent permanent appointee in that position shall immediately gain permanent competitive class status in the class if the required probationary period as prescribed in this rule has been satisfactorily completed.

f. Upon approval of this rule all individuals holding temporary appointments from eligible lists to encumbered positions shall have their temporary appointments changed to contingent permanent appointments and shall thereafter be governed by the provisions of this rule. (Approved by NYS Civil Service Commission May 4, 1988.)

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